

# TABLE OF CONTENTS

<b>WELCOME .....</b>	<b>1</b>
Mission, Vision, Values .....	1
<b>INTRODUCTION .....</b>	<b>2</b>
Purpose of Handbook .....	2
At-Will Employment .....	3
<b>MLB &amp; EMPLOYEE EXPECTATIONS .....</b>	<b>4</b>
1. Equal Employment Opportunity .....	4
2. Diversity .....	4
a. Workforce Diversity Policy Statement .....	4
b. Supplier Diversity Policy Statement .....	5
3. Anti-Discrimination and Harassment Policy .....	5
a. Definitions of Harassment .....	5
4. Sexual Harassment Prevention Policy .....	8
5. Accommodation Policy .....	18
<b>YOUR EMPLOYMENT &amp; COMPENSATION AT MLB .....</b>	<b>20</b>
1. Employment Classification .....	20
a. Regular Employee .....	20
b. Special Project Employee .....	20
c. Regular Employee - Alternate Work Arrangement (AWA) .....	20
2. Compensation Status .....	22
a. Exempt Employees .....	22
b. Non-Exempt Employees .....	23
3. Overtime Pay .....	24
4. Meal Breaks .....	24
5. Your Paycheck .....	24
a. Pay-Periods .....	25
b. Questions about Pay .....	25
6. Working Hours .....	25
7. Attendance Records .....	25
8. Lateness and Absences .....	26
9. Inclement Weather/Emergency Conditions .....	26
10. Dress Code Policy .....	27
11. Evaluation and Compensation Review Process .....	28

## TABLE OF CONTENTS

a. Salary Determinants.....	29
b. Promotions .....	29
c. Job Posting .....	30
12. League Courtesy Passes .....	<b>30</b>
13. Lifetime Pass.....	<b>30</b>
14. Discipline.....	<b>31</b>
a. Verbal Counseling .....	32
b. Written Warning .....	32
c. Performance Improvement Plan (PIP) .....	32
d. Suspension .....	32
15. Termination of Employment .....	<b>33</b>
a. Involuntary Termination .....	33
b. Voluntary Termination/Resignation .....	33
16. Personnel Records .....	<b>34</b>
17. Employment Verification/Reference Checks.....	<b>35</b>
<b>LEARNING &amp; DEVELOPMENT .....</b>	<b>36</b>
1. Learning and Development .....	<b>36</b>
2. Educational Assistance Program .....	<b>37</b>
a. Eligibility .....	37
b. Job-Related.....	37
c. Annual Reimbursement Limit .....	37
d. Taxability .....	38
e. Grade Requirements .....	38
f. Covered Expenses .....	38
g. Excluded From This Program.....	38
h. MLB-Approved Colleges, Institutions and Study Programs .....	39
i. Application & Approval Process .....	39
j. Timing of Reimbursement.....	40
k. Termination .....	40
3. Training.....	<b>40</b>
<b>TIME OFF &amp; LEAVE POLICIES .....</b>	<b>41</b>
1. Vacation.....	<b>41</b>
a. Eligibility .....	41
b. Vacation Accrual.....	41

## TABLE OF CONTENTS

c. Changing Tiers based on Service Anniversary Date.....	43
d. Carryover Vacation .....	43
e. Vacation Requests .....	43
f. Vacation Pay .....	43
g. Sickness during Vacation.....	43
h. Termination .....	44
2. Safe & Sick Time .....	<b>44</b>
a. Accrual and Use of Safe & Sick Time.....	44
b. Acceptable Reasons to Use Safe & Sick Time .....	44
c. Notice and Documentation.....	45
3. Temporary Changes to Work Schedules .....	<b>46</b>
4. Paid Personal Time Off.....	<b>47</b>
5. Family and Medical Leave Act (FMLA).....	<b>47</b>
a. Eligibility & Basic Leave Entitlement.....	47
b. Covered Service Member Leave Entitlement.....	48
c. Intermittent Leave .....	49
d. Definition of Serious Health Condition.....	50
e. Employee Notice.....	50
f. Employer Notifications .....	51
g. Child Care Provision.....	51
h. Spouses Working for Major League Baseball.....	51
i. Certification Requirements .....	52
j. Leave Provisions.....	52
k. Prohibited Practices.....	54
6. Holidays.....	<b>55</b>
Regular Employee Holidays .....	55
7. Jury and Witness Duty .....	<b>55</b>
8. Medical and Dental Appointments.....	<b>56</b>
9. Blood Donation Leave.....	<b>56</b>
10. Bone Marrow Donation Leave.....	<b>57</b>
11. Crime Victims Leave.....	<b>57</b>
12. Volunteer Emergency Responders .....	<b>57</b>
13. Voting Leave .....	<b>58</b>
14. Personal Leave of Absence .....	<b>58</b>

## TABLE OF CONTENTS

a. Policy Statement.....	58
b. Conditions of Leave .....	58
15. Military Leave .....	<b>59</b>
a. Policy Statement.....	59
b. Application of State Law .....	60
c. Eligibility .....	60
d. Conditions of Leave .....	60
e. Reemployment .....	61
16. Spousal Military Leave .....	<b>62</b>
17. Bereavement Leave.....	<b>62</b>
18. Parental Leave .....	<b>62</b>
19. New York Paid Family Leave Law Policy.....	<b>63</b>
a. Policy Statement.....	63
b. Employee Funding of NYPFL and NYSDI Benefits .....	63
c. Eligibility .....	63
d. Covered Reasons for NYPFL .....	64
e. How Much NYPFL May Be Taken .....	64
f. Requesting NYPFL and Required Documentation.....	65
g. Return to Work.....	65
h. Maintenance of Health Benefits .....	66
i. Coordination of NYPFL and Other Leave .....	66
j. Anti-Discrimination and Retaliation.....	67
20. Nursing Mothers.....	<b>68</b>
<b>MAJOR LEAGUE BASEBALL CODE OF CONDUCT .....</b>	<b>69</b>
1. Introduction – Statement of Policy .....	<b>69</b>
2. Code of Conduct - Compliance Officers.....	<b>69</b>
3. Areas of Particular Sensitivity.....	<b>70</b>
a. Honesty & Fairness .....	70
b. Gifts, Entertainment and Other Business Hospitality .....	70
c. Distribution of Major League Baseball Property .....	72
d. Exceptions.....	73
4. Conflict of Interest.....	<b>73</b>
5. Nepotism Policy.....	<b>75</b>
6. Business Development Opportunities.....	<b>75</b>

## TABLE OF CONTENTS

7.	Works Made for Hire.....	76
8.	Non-Public, Confidential Information .....	78
9.	Insider Trading.....	79
10.	Media Relations .....	80
11.	Social Media Policy.....	81
	a. Definitions:.....	81
	b. Prohibited Conduct: .....	81
	c. Reporting: .....	82
	d. Enforcement: .....	83
12.	Workplace Violence Prevention.....	83
	a. Purpose .....	83
	b. Coverage.....	83
	c. Workplace Violence Defined .....	83
	d. Guns and Other Threatening Weapons .....	83
	e. Reporting Complaints .....	83
	f. Investigation .....	84
	g. Complaint Resolution.....	84
	h. No Retaliation .....	84
13.	Domestic Violence, Sexual Assault and Child Abuse Policy .....	84
	a. Definitions.....	85
	b. Investigation of Incidents .....	85
	c. Discipline.....	87
	d. Treatment and Intervention.....	89
	e. Confidentiality .....	91
	f. Training, Education and Community Outreach .....	92
	g. Resources for Covered Individuals and Their Families .....	92
	h. Conformity with Law .....	92
14.	Accurate and Complete Records .....	92
15.	Compliance with Antitrust Laws.....	92
16.	Anti-Bribery Compliance Policy.....	93
17.	Whistleblower Policy .....	97
18.	Labor and Employee Relations Matters .....	98
19.	Off-Duty Conduct.....	98
20.	Intellectual Property .....	99

## TABLE OF CONTENTS

21. Use of Tickets/Scalping .....	100
22. Gambling .....	100
23. Fantasy Baseball .....	101
24. Outside Work or Business Activity .....	101
25. Speaking on Panels, Awards and Honorarium Payments to MLB Employees ...	105
26. Charitable Donations Policy .....	106
27. Service on Corporate/Charitable Boards of Directors .....	106
28. Code of Conduct Disciplinary Action .....	107
<b>MLB'S DRUG POLICY &amp; PREVENTION PROGRAM .....</b>	<b>108</b>
1. Employees Covered Under The Program .....	108
2. Drug Policy Oversight Committee .....	108
3. Prohibited Substances Under The Program .....	109
a. Drugs of Abuse .....	109
b. Stimulants .....	110
c. Performance Enhancing Substances .....	110
4. Prohibition of Syringes .....	112
5. Nutritional and Dietary Supplements .....	112
6. Random Testing .....	113
a. Covered Individuals Subject to Random Testing .....	113
b. Covered Individuals Subject to a Mandatory Test .....	113
c. Collection and Testing Procedures .....	113
d. Consent Forms .....	114
7. Reasonable Cause Testing .....	114
8. Positive Test Results .....	114
9. Evaluation and Treatment for Drugs of Abuse .....	115
a. Voluntary Self-Referral .....	115
b. Positive Test Result .....	115
10. Therapeutic Use Exemption ("TUE") .....	115
a. Standard .....	115
b. Procedure .....	116
11. Discipline .....	116
12. Appeals Process .....	117
a. Basis for Appeal .....	117
b. Process for Appeal .....	118

## TABLE OF CONTENTS

13. Confidentiality .....	119
14. Conformity with Law .....	119
15. Information.....	119
ADDENDUM A .....	120
<b>FINANCE &amp; EXPENSE PROCESSING POLICIES.....</b>	<b>121</b>
1. Expense Reports.....	121
2. Travel .....	123
a. Business Travel .....	123
b. Hotels.....	123
c. Air Travel .....	124
d. Rail.....	126
e. Car Service .....	126
f. Car Rental.....	126
g. Use of Your Own Automobile for Major League Baseball Business .....	127
h. Lost/Stolen Items During Business Travel .....	128
i. Travel Advances .....	128
3. Meals & Entertainment.....	128
a. Meals During Business Travel.....	128
b. Business Meals.....	129
c. Entertainment Reimbursement .....	129
d. Staff Entertainment Expenses .....	129
4. Late Night Expenses.....	129
a. Meals.....	129
b. Car Service .....	130
5. Home Office Expenses.....	130
6. Miscellaneous .....	130
7. Credit Cards .....	130
<b>TECHNOLOGY &amp; INFORMATION SECURITY.....</b>	<b>132</b>
1. Introduction.....	132
2. Company Data.....	132
a. Restrictions .....	132
b. Document Retention and Availability.....	132
3. System Access and Usage.....	133
a. Major League Baseball-Provided Technology.....	133

## TABLE OF CONTENTS

b. Passwords .....	135
c. System Security .....	136
4. Acceptable Use.....	<b>136</b>
a. E-Mail, Voice Mail and Other Communication Systems .....	136
b. Internet .....	138
c. Software .....	138
5. Third-Party Access .....	<b>139</b>
a. Visitors .....	139
b. Consultants .....	139
6. Remote Access .....	<b>140</b>
7. Travel .....	<b>141</b>
8. Employment.....	<b>142</b>
a. New Users .....	142
b. Terminated Users .....	142
9. Privacy .....	<b>143</b>
a. Policy .....	143
b. Monitoring .....	143
10. Mobile Device Policy .....	<b>143</b>
a. Overview .....	143
b. Scope .....	144
c. Mobile Program Options.....	144
d. Mobile Device Options (for company-provided devices) .....	144
e. Mobile Service Providers .....	145
f. Use of Mobile Devices .....	146
g. Travel .....	151
h. Loss, Damage or Theft of a Device .....	152
i. Termination .....	152
<b>FACILITY &amp; PHYSICAL SECURITY .....</b>	<b>153</b>
1. Safety & Security .....	<b>153</b>
2. Major League Baseball Identification Cards.....	<b>153</b>
3. 245 Park Avenue Building Access.....	<b>154</b>
a. Regular Employees.....	154
b. Temporary Personnel and Visitors.....	154
4. Chelsea Market Building Access.....	<b>154</b>



## TABLE OF CONTENTS

5.	Colorado Building Access .....	154
6.	Accidents .....	155
7.	Fire.....	155
	a. If You Discover Fire, Smoke Fumes .....	155
	b. What to Do When the Fire Alarm Sounds .....	156
8.	Building Evacuation .....	157
9.	Medical Emergencies .....	157
10.	Bomb Threats .....	158
	a. Phone.....	158
	b. Mail .....	159
	c. Suspicious Packages.....	159
11.	Deliveries Made to the MLB Network.....	159
12.	Power Failure .....	160
13.	Workplace Violence .....	160
14.	Cell Phones and Driving.....	160
15.	Smoking.....	160
16.	Emergency Closings .....	161
	a. When employees are required to report their physical location .....	161
17.	LiveSafe .....	162
<b>OFFICE PROTOCOLS &amp; PROCEDURES .....</b>		<b>163</b>
1.	Office Hours .....	163
2.	Office Appearance .....	163
3.	Recycling Procedures.....	163
4.	Heating/Air Conditioning.....	164
5.	Conference Rooms.....	164
6.	Supplies .....	165
7.	Telephones.....	165
8.	Bulletin Boards .....	166
9.	Mail .....	166
	a. New York - 245 Park Avenue .....	166
	b. New York - Chelsea Market .....	166
	c. Colorado .....	167
10.	Overnight Mail .....	167
11.	Messenger Services .....	167

## TABLE OF CONTENTS

<b>HEALTH &amp; WELFARE PROGRAMS .....</b>	<b>169</b>
1. Health Benefits .....	169
2. Dental Benefits .....	169
3. Vision Benefits .....	170
4. Short-Term Disability .....	170
a. Benefits.....	170
b. Other Provisions.....	171
5. Long-Term Disability Policy .....	171
a. Benefits.....	171
b. Continuance of Health Benefits.....	172
c. Coordination of FMLA Leave with Long-Term Disability Benefits .....	172
d. Claims .....	172
6. Life and Accidental Death and Dismemberment Insurance .....	172
7. Other Disability and Health Insurance Coverage .....	173
8. Employee Assistance Program (EAP).....	173
9. Flexible Spending Accounts.....	174
10. Voluntary Benefit Offerings.....	174
<b>RETIREMENT PROGRAMS &amp; SERVICES .....</b>	<b>176</b>
1. 401(k) Plan .....	176
2. Pension Plan .....	178
a. Eligibility .....	179
b. Vesting.....	179
c. Plan Benefits .....	180
d. Forms of Payment .....	181
<b>FORMS .....</b>	<b>184</b>
Exhibit 1: Employee Handbook Acknowledgement and Disclaimer .....	185
Exhibit 2: CODE OF CONDUCT ACKNOWLEDGMENT .....	186
Exhibit 3: Gift Reporting Form.....	187
Exhibit 4: Tuition Assistance Program Form .....	188
Exhibit 5: Tuition Assistance Course Form.....	190
Exhibit 6: MLB's Drug Policy & Prevention Program .....	191
Exhibit 7: Arbitration Agreement & Class Action Waiver.....	192
Exhibit 8: Outside Work or Business Activity Approval Form.....	196
Exhibit 9: Complaint Form for Reporting Sexual Harassment.....	197

## TABLE OF CONTENTS

Exhibit 10: Request for Major League Baseball Club Non-Playing Personnel Therapeutic Use Exemption (“TUE”).....	199
Exhibit 11: MLB Mobile Device Policy Acknowledgement.....	200
<b>STATE ADDENDA.....</b>	<b>201</b>
Addendum 1: NJ Family Leave Act (NJFLA).....	202
1. New Jersey Family Leave Act (NJFLA).....	202
a. Employee Eligibility .....	202
b. Reasons for NJFLA Leave .....	202
c. Definitions.....	202
2. How Much NJFLA Leave May Be Taken.....	203
3. Intermittent or Reduced Work Schedule Leave .....	203
4. Leave That Qualifies Under Both The FMLA and The NJFLA.....	203
5. Notice of Need for NJFLA Leave .....	203
6. Additional Information .....	204
Addendum 2: NJ Paid Family Leave Insurance Law .....	205
1. Employee Eligibility .....	205
2. Additional Information .....	205
Addendum 3: NJ Conscientious Employee Protection Act .....	206
1. Retaliation is Prohibited .....	206
2. Prior Written Notice.....	206
3. Designated Contact .....	207
Addendum 4: New Jersey Domestic Violence and Sexual Violence Leave .....	208
1. Employee Eligibility .....	208
2. Use of Leave .....	208
3. Requests for Leave .....	209
4. Job Restoration .....	209
Addendum 5: New Jersey Paid Sick Leave Act .....	210
Addendum 7: Wisconsin Bone Marrow and Organ Donation Leave.....	211
Addendum 8: Wisconsin Civil Air Patrol Leave .....	212
Addendum 6: District of Columbia School Activities Leave .....	212
Addendum 7: Louisiana School and Day Care Activities Leave .....	213
Addendum 8: Louisiana Bone Marrow Donation Leave.....	214
Addendum 9: Louisiana First Responder Leave.....	215
Addendum 10: Illinois Victims’ Economic Security and Safety Act.....	216

## TABLE OF CONTENTS

Addendum 11: Illinois Family Military Leave .....	220
Addendum 12: Illinois Election Judge Leave .....	221
Addendum 13: Illinois Civil Air Patrol Leave .....	222
Addendum 14: Illinois Blood Donation Leave .....	223
Addendum 15: Illinois Emergency Responder Leave .....	224
Addendum 16: Illinois Nursing Mothers in the Workplace Act .....	225
Addendum 17: Colorado – Rest Breaks .....	226
Addendum 18: Colorado Civil Air Patrol Leave .....	227
Addendum 19: Colorado Emergency Responder Leave .....	228
Addendum 20: Arizona Paid Sick Leave .....	229
Addendum 21: Arizona Voting Leave .....	230
Addendum 22: Florida Domestic Violence Leave .....	231
Addendum 23: Florida Guns and Other Threatening Weapons .....	233

## WELCOME

Welcome to Major League Baseball! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Major League Baseball's goals. We sincerely hope you will take pride in being an important part of Major League Baseball's success.

To fulfill our mission of preserving and enhancing the game of baseball, through our Human Resource policies, we strive to attract and retain people who share our philosophy of excellence, dedication and teamwork. Therefore, the management of Major League Baseball is committed to maintaining a workplace where:

- Human Resource policies are administered equitably and without unlawful bias.
- Employee performance is evaluated on an ongoing basis.
- An atmosphere of mutual support, common effort and shared values is maintained.
- Diversity and individual development are encouraged.

### Mission, Vision, Values

**Our Mission** Major League Baseball strives to provide the premiere form of athletic entertainment in a manner that is fun and socially responsible while strengthening and enhancing the communities in which we operate. We are dedicated to protecting the integrity of the game and providing impeccable service to the Major League Clubs.

**Our Vision** To be the global sport of choice for youth to play, fans of all backgrounds to enjoy, and a desired destination for employment.

**Our Values** *Excellence* – To consistently deliver the highest quality of work while producing the highest quality athletic entertainment product.

*Accountability/Integrity* – Towards each other and the public; holding all who are involved with MLB – players, coaches, ownership, employees – to the highest standards of professionalism, responsibility and conduct.

*Inclusiveness* – Building a vibrant community that encourages, offers and respects a broad range of ideas and perspectives where everyone is welcome on and off the field.

*Teamwork* – Developing solutions by building strong relationships and working together to fulfill our shared mission and vision.

## INTRODUCTION

This Employee Handbook summarizes the policies, procedures and benefits for regular and special project employees of Major League Baseball. If you have any questions pertaining to any subject covered in this Handbook, please consult with the Human Resources Department or with the individuals designated in particular sections of this Handbook. We expect each employee to take time to read and review this Handbook as it is a valuable reference for understanding your job and the organization.

As used throughout this Handbook, the designations "Major League Baseball," "MLB," and "Baseball" refer (unless otherwise indicated) to all of the following:

- Office of the Commissioner of Baseball
- MLB, Advanced Media
- Major League Baseball Properties, Inc.
- Baseball Assistance Team
- Major League Baseball Aces, LLC.
- Major League Baseball Urban Youth Foundation
- MLB, Online Services
- Tickets.com, LLC

### Purpose of Handbook

The Handbook has been prepared to inform employees of the policies, procedures and to establish the expectations of Major League Baseball. This Handbook is not a contract, expressed or implied, guaranteeing employment for any length of time and is not intended to induce an employee to accept employment with Major League Baseball. Nor does this Handbook guarantee any fixed terms and conditions of your employment. No supervisor, manager or other representative of Major League Baseball (except as authorized by the Deputy Commissioner Baseball Administration and Chief Legal Officer or the Commissioner through a signed writing) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

Major League Baseball reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this Handbook or elsewhere, in its sole discretion. If any discrepancy between this Handbook and current company policy arises, current company policy shall govern. This Handbook will be periodically updated and any changes in its terms will be reflected in subsequent editions. Every effort will be made to keep you informed of the company's policies, however we cannot guarantee that notice of revisions will be provided.

This edition of the Employee Handbook supersedes any previous Employee Handbook or unwritten policies previously distributed. You are required to review this Handbook so that

you fully understand the information contained herein. If you do not understand any such information, it is your responsibility to obtain clarification with either your supervisor or the Human Resources Department.

After you have reviewed the Handbook and fully understand its contents, you are required to review and sign the Acknowledgment and Disclaimer form located in the Forms Section as Exhibit 1. The Acknowledgment and Disclaimer form should be returned to the Human Resources Department and will be retained as a part of your personnel record.

As a condition of continued employment, all employees are required to separately execute an Arbitration Agreement, a copy of which is attached as Exhibit 7 to the Handbook. The Arbitration Agreement should also be returned to the Human Resources Department and will be retained as part of your personnel record.

### **At-Will Employment**

Unless you have a written Employment Agreement stating otherwise, employment with Baseball is "at will." ***An at-will employment relationship can be terminated at any time, with or without reason or notice, by either the employer or the employee.*** This at-will employment relationship exists regardless of any statements by office personnel to the contrary. Nothing contained in this Handbook is intended, nor should it be construed, to alter the at-will relationship Baseball and the employee maintain with one another. Thus, Major League Baseball retains the right to terminate employees at any time, with or without cause or notice, just as employees retain the right to leave Baseball at their discretion.

## MLB & EMPLOYEE EXPECTATIONS

### 1. **Equal Employment Opportunity**

Major League Baseball provides equal employment opportunities (EEO) to all employees for employment without regard to race, ancestry, color, religion, creed, family status, sex, gender, sexual orientation, national origin, alienage or citizenship status, age, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, covered veterans status, military service, marital/partnership status, caregiver status, status as a victim of domestic violence, genetic predisposition or carrier status, actual or perceived gender identity or expression, political activities, union membership or any other characteristic protected by applicable federal, state and local laws. Major League Baseball complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, reductions-in-force, recall, leaves of absence, compensation, benefits and training.

Major League Baseball expressly prohibits any form of unlawful harassment based on race, ancestry, color, religion, creed, family status, sex, gender, sexual orientation, national origin, alienage or citizenship status, age, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, covered veterans status, military service, marital/partnership status, caregiver status, genetic predisposition or carrier status, actual or perceived gender identity or expression, political activities, union membership or any other characteristic protected by applicable federal, state and local laws. Equal opportunity in employment is one of Baseball's highest priorities.

### 2. **Diversity**

#### a. **Workforce Diversity Policy Statement**

Major League Baseball is committed to creating a workplace that promotes mutual respect, acceptance, teamwork, productivity and safe operations among people from all backgrounds. In this environment, values of fairness, integrity and respect for the individual should guide the efforts of all of our employees, as well as Major League Baseball's policies and practices. As Major League Baseball becomes a more global game for the 21st Century, it is imperative that Major League Baseball continues to develop its understanding of how to value and manage the richness and strength of its diversity in order to achieve success. In addition, Major League Baseball desires to compete successfully for the most qualified candidates in an increasingly diverse talent pool.

Our key objective is for MLB to be a fair and professional workplace and to become the employer of choice for the most talented.



## **b. Supplier Diversity Policy Statement**

Major League Baseball's commitment also extends to its supplier base. As we procure the many goods and services required to operate and strengthen our business, we establish and support business relationships with diverse businesses (women-owned, minority owned, veteran owned, LBGT-owned and other enterprises). We manage the Supplier Diversity effort through our Diverse Business Partners Program and believe that this business to business strategy benefits MLB and the communities we serve by broadening our selection of quality, competitive companies. By being more inclusive and therefore increasing the competitive process of procuring goods and services, we reduce our cost and thereby positively impact the MLB bottom line and net profit. Our expectation is that all personnel who are involved in deciding which vendors we contract with and/or acquire goods and services from, seek to ensure that the procurement and bidding process is as inclusive as possible.

## **3. Anti-Discrimination and Harassment Policy**

Major League Baseball is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Major League Baseball expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of Major League Baseball to ensure equal employment opportunity without discrimination or harassment on the basis of race, ancestry, color, religion, creed, family status, sex, gender, sexual orientation, national origin, alienage or citizenship status, age, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, covered veterans status, military service, marital/partnership status, caregiver status, victims of domestic violence, genetic predisposition or carrier status, actual or perceived gender identity or expression, political activities, union membership or any other characteristic protected by applicable federal, state and local laws. Major League Baseball prohibits any such discrimination or harassment.

Major League Baseball encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Major League Baseball to promptly and thoroughly investigate such reports. Major League Baseball prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

### **a. Definitions of Harassment**

Sexual harassment means harassment based on someone's sex or gender and is prohibited under this policy. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as

unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to, unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects, pictures, videos or messages (including through voicemail, e-mail, text message, instant message, social media, or any other electronic medium); and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sexual orientation, gender identity or expression, national origin, alienage or citizenship status, age, disability, marital/partnership status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is displayed on the employer's premises or otherwise circulated via e-mail, phone (including voice messages), text messages, instant messages, tweets, blogs, social networking sites or other means.

### **Individuals and Conduct Covered**

These policies apply to all applicants, employees, contractors, and interns, whether related to conduct engaged in by fellow employees, supervisors, directors, managers, contractors, interns, or someone not directly connected to Major League Baseball (e.g., an outside vendor, consultant or customer). Pursuant to New York law, the protections and prohibitions against sexual harassment as set forth in this policy also apply to non-employees who provide services to Major League Baseball (including

contractors, subcontractors, vendors, consultants and other persons providing services pursuant to a contract in the workplace) while they are on Major League Baseball premises and/or while engaged in providing services to Major League Baseball (“covered non-employees”). Therefore, this policy: (i) prohibits sexual harassment engaged in by covered non-employees, whether directed at a fellow covered non-employee or a partner or employee of Major League Baseball; and (ii) prohibits sexual harassment directed at covered non-employees, whether engaged in by a fellow covered non-employee or by an employee of Major League Baseball. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular sex or gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of Major League Baseball prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

In addition, employees who are managers or have supervisory responsibility may not have a romantic, dating, sexual or other intimate relationship with any employee to whom they assign work, directly supervise, or whose employment or compensation decisions they influence, without both parties promptly advising the Human Resources Department of such a relationship, so that appropriate assurances/arrangements can be made to assure mutual consent and no adverse impact or favoritism in the workplace. Furthermore, employees should understand that there may be situations where it is determined that no such appropriate arrangements can be made and, therefore, employment decisions may need to be made if the relationship in question is to continue. Should a conflict arise, at the discretion of Major League Baseball, individuals will be given the opportunity to decide who is to be transferred to another available position. If no decision can be reached by the individuals themselves within the timeframe set by Major League Baseball, management will decide who is to transfer or, if necessary, terminated from employment.

### **Reporting Procedures**

Individuals who believe they have been discriminated against or harassed or who observe such improper conduct should report it immediately to a Director or above in the Human Resources Department or to the Deputy Commissioner of Baseball Administration and Chief Legal Officer (the “Designated Reporting Representatives”).

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to discriminatory or harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. However, notifying the offender **does not** constitute a

complaint under this policy, and an employee must also notify a Designated Reporting Representative in order to make a complaint under this policy. Individuals should not feel obligated to speak with or otherwise confront the offender before bringing the matter to the attention of a Designated Reporting Representative.

Major League Baseball encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Any employee who engages in conduct that violates Major League Baseball's policies prohibiting discrimination, harassment or retaliation or that is otherwise a violation of Major League Baseball's policies will be subject to discipline up to and including immediate termination.

If you have any questions about Major League Baseball's policies against discrimination, sexual or other discriminatory harassment, and retaliation, or the procedures to be followed in reporting such conduct, contact the Human Resources Department.

#### **4. Sexual Harassment Prevention Policy**

Major League Baseball is committed to maintaining a safe workplace free from discrimination on any ground and from harassment at work including sexual harassment. Sexual harassment is a form of workplace discrimination. This Sexual Harassment Prevention Policy ("Policy") is one component of Major League Baseball's commitment to a discrimination-free work environment. Major League Baseball will not tolerate any form of sexual harassment in the workplace, will treat all incidents seriously and will promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including termination from employment. All complaints of sexual harassment will be taken seriously and kept confidential to the extent possible to conduct a thorough investigation. Additionally, Major League Baseball will not tolerate retaliation against any individual who has either made a complaint or participated in an investigation of a complaint under this Policy. Anyone, including employees of

Major League Baseball, clients, customers, casual workers, contractors or visitors who sexually harasses another will be disciplined in accordance with this Policy.

Simply put, sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with Major League Baseball; with a government agency; or in court under federal, state or local anti-discrimination laws.

### **Sexual Harassment Policy**

1. Major League Baseball's Sexual Harassment Prevention Policy applies to all of its employees, applicants for employment, paid and unpaid interns, and independent contractors.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in an investigation of a sexual harassment complaint. Major League Baseball will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of Major League Baseball who retaliates against anyone involved in a sexual harassment investigation will be subject to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees working in the workplace who believe they have been subject to such retaliation should inform a Director or above in the Human Resources Department or to the Deputy Commissioner of Baseball Administration and Chief Legal Officer (the "Designated Reporting Representatives"). All employees, paid or unpaid interns, or independent contractors who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the Section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject Major League Baseball to liability. Harassers may also be individually subject to liability. Employees who engage in sexual harassment, including supervisors who either engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.
5. When receiving a sexual harassment complaint, Major League Baseball will conduct a prompt and thorough investigation that ensures due process for all parties. Major League Baseball will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. A Complaint Form for submitting a complaint in writing is included in this Policy (see Exhibit 9).
7. Managers and leaders are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Designated Reporting Representatives.
8. This Policy applies to all employees, paid or unpaid interns, and independent contractors, and all must follow and uphold this Policy. This Policy will be provided to all employees; posted prominently in all Major League Baseball office locations to the extent practicable; and will be provided to employees upon hiring.

### **What is “Sexual Harassment”?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct, which is of a sexual nature, or directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence, which are of a sexual nature, or directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal (or non-verbal) or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this Policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this Policy.



### **Examples of Sexual Harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

### **Who can be a target of Sexual Harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassers can be a superior, a subordinate, a coworker or anyone in the

workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

### **Where can Sexual Harassment occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business, or at a Major League Baseball sponsored event or party. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

### **Retaliation**

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law and prohibited when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a leader or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation for making that complaint if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

### **Reporting Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. Major League Baseball cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern, or independent contractor who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to the Designated Reporting Representatives. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to Designated Reporting Representatives.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy (see Exhibit 9), and all



employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns, or independent contractors who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the Section on Legal Protections.

### **Managerial Responsibilities**

All supervisors who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the Designated Reporting Representatives.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, leaders and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors will also be subject to discipline for engaging in any retaliation.

### **Complaint and Investigation of Sexual Harassment**

**All** complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Major League Baseball will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Designated Reporting Representatives will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing (see Exhibit 9). If he or she refuses, the Designated Reporting Representatives shall prepare a Complaint Form based on the verbal reporting.

- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses.
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective actions action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of their right to file a complaint or charge externally as outlined in the next section.

### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by Major League Baseball, but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at Major League Baseball, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

### **United States Equal Employment Opportunity Commission (EEOC)**

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and

determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **California**

If you feel you were the victim of discrimination, contact the California Department of Fair Employment and Housing (DFEH) within one year and file a form titled intake form.

The California Department of Fair Employment and Housing (DFEH) is the state agency charged with protecting Californians from unlawful discrimination in employment. If there has been a violation of civil rights laws, DFEH can pursue damages on your behalf. You may file a complaint with DFEH online, by mail, or over the phone.

Call or visit the DFEH California Department of Fair Employment and Housing, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758. Phone the Communication Center at 800-884-1684 or 800-700-2320 (TTY) or California's Relay Service at 711.

Complaints filed with DFEH or EEOC are automatically cross-filed with the other agency. You only need to submit one complaint.

### **Colorado**

Call or visit the Colorado Civil Rights Division (CCRD), 1560 Broadway Suite 1050, Denver, CO 80202-5143. Phone: 303-894-2997 or 800-262-4845.

The CCRD, part of the Dept. of Regulatory Agencies, administers and enforces Colorado civil rights laws in employment, housing and public accommodations. The chief enforcement activity is to investigate individual charges of discrimination. The CCRD has jurisdiction over discrimination based on race, creed, color, sex, national origin, ancestry, marital status, age (employment only), disability (mental and/or physical), or familial status (housing only).

Regarding employment cases including sexual harassment, please note that if more than six (6) months, but 300 or fewer days, have passed since the date of the alleged

adverse action, the Colorado Civil Rights Division may be able to accept and refer your charge to the Equal Employment Opportunity Commission (EEOC) for investigation.

### **District of Columbia**

If you are a victim of sexual harassment, file your claim with the District of Columbia (DC) Office of Human Rights within one year of the alleged incident.

Call or visit the Office of Human Rights, 441 4th St NW # 570n, Washington, DC 20001. Phone (202) 727-4559.

### **Illinois**

Report charges of sexual harassment to the Illinois Department of Human Rights (IDHR). A charge of sexual harassment must be filed with the Department within 180 days of the date you believe the harassment took place, even if you are using internal grievance procedures.

Call or visit at the James R. Thompson Center, 100 W. Randolph St., Suite 10-100, Chicago, IL 60601 or by phone at 312-814-6200 or 866-740-3953.

### **Louisiana**

The Louisiana Employment Discrimination Law – LSA R.S. 23:301 et seq. and R.S. 51:2231 et seq. – handles complaints of employment discrimination. Call or visit the Louisiana Commission on Human rights at 1001 N. 23<sup>rd</sup> Street, Suite 269, Baton Rouge, LA 70802; or call at 225-342-6969.

### **New Jersey**

Complaints must be filed with the New Jersey Division on Civil Rights (DCR) within 180 days after the alleged act of discrimination. If you would like to file a complaint, contact a regional office.

Call or visit the New Jersey DCR Northern Regional Office, P.O. Box 46001, Newark, NJ 07102. Phone 973-648-2700 or TTY: 973-648-4678.

### **New York**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns, and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with **the New York Division of Human Rights** (“DHR”) or in New York State Supreme Court.

Complaints with the DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed an HRL complaint in state court.

**The Stop Sexual Harassment in NYC Act** (April 2018) provides that employers with 15 or more workers in the City must conduct annual, interactive sexual-harassment training for all employees, including interns. The Act expands the one-year statute of limitations to allow individuals up to three years to file sexual harassment claims with the City Commission.

Complaining internally to Major League Baseball does not extend your time to file with DHR or in court. The one-year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies, but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, [www.dhr.ny.gov](http://www.dhr.ny.gov). Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

### **Implementation of this Policy**

Major League Baseball will widely disseminate this Policy to all employees and relevant personnel. It will be included in the Employee Handbook. All new employees will be given a copy of this Policy as part of their induction as an employee, intern or independent contractor at Major League Baseball.

Certain states require mandatory sexual harassment prevention training as a condition of employment, which will be implemented by Major League Baseball. For information on State specific training requirements, please contact the Human Resources Department.

## 5. Accommodation Policy

**Disability Accommodation:** Baseball is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”) its amendments, and state and local disability laws, as applicable. It is Major League Baseball’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job, with or without reasonable accommodation. Consistent with this policy of nondiscrimination, Baseball will provide reasonable accommodations to a qualified individual with a disability who has made Baseball aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Baseball.

Employees who believe they need a reasonable accommodation under this policy should contact the Human Resources Department. Major League Baseball will engage the employee in a cooperative dialogue to identify what reasonable accommodations are available. Please keep in mind that accommodations can take many forms depending on the circumstances and, when balancing the needs of the employee and the business, the reasonable accommodation offered may not always be the accommodation requested by the employee. Major League Baseball may request and review medical documentation regarding the disability and nature of the accommodation being sought, including how such accommodation would allow the individual to effectively perform the essential functions of the job. At the conclusion of the cooperative dialogue, Major League Baseball will provide the employee with a final written determination identifying any accommodation that was granted or denied.

**Pregnancy Accommodation:** Major League Baseball will provide reasonable accommodations to address the needs of an employee for her pregnancy, childbirth, or related medical condition and allow the employee to perform the essential functions of the job, unless the accommodation would impose an undue hardship. Upon learning that an employee requires an accommodation under this policy, Major League Baseball will engage in a cooperative dialogue with the employee to determine the type of accommodation(s) that may be appropriate and reasonable, depending on the individualized needs of the employee as well as the nature of the employee’s essential duties and responsibilities. Such accommodations may include, but are not limited to, such things as additional water, bathroom, or rest breaks, physical modifications to a work station (such as modified seating or a footrest), limits on heavy lifting, modifications in work schedule or the manner in which work is performed, temporary transfer to a less strenuous or hazardous position, or unpaid leave of absence. An employee shall not be required to take leave if another reasonable accommodation is otherwise available that would allow the employee to perform her essential job duties. And an employee shall also not be required to accept an accommodation unless it is necessary for the employee to perform her essential job duties. Major League Baseball will provide the employee with a final written

determination identifying any accommodation that was granted or denied at the conclusion of the cooperative dialogue.

Employees wishing to request a reasonable accommodation due to pregnancy, childbirth, or related medical conditions should contact the Human Resources Department. Major League Baseball may request medical documentation from an employee's treating healthcare provider if the accommodation being requested involves: (i) time away from work, including for medical appointments, other than during the 6- to 8-week period following childbirth for recovery from childbirth; or (ii) involves a request to work from home, either on an intermittent or longer-term basis.

**Religious and Other Accommodation:** Major League Baseball also provides reasonable accommodation of religious practices and beliefs, accommodation for victims of domestic violence, sex offenses, stalking, and as otherwise required under applicable federal, state and local law, unless doing so presents an undue hardship. Employees needing a religious or other accommodation should contact the Human Resources Department and indicate the nature of the accommodation being sought. Major League Baseball will engage the employee in a cooperative dialogue to determine what accommodations are available and issue a final written determination identifying any accommodation that was granted or denied.

The Company will not discriminate in any way against an employee who requests a reasonable accommodation pursuant to this policy and strictly prohibits any form of retaliation or harassment based on requesting or receiving such an accommodation. Any employee who believes that he/she has been the victim of such discrimination, retaliation, or harassment should promptly inform the Human Resources Department.



## YOUR EMPLOYMENT & COMPENSATION AT MLB

### 1. Employment Classification

The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and Major League Baseball.

#### a. Regular Employee

Employees who are regularly scheduled to work at least 40 hours per week. Regular Employees are eligible for the benefits provided for in the Employee Handbook or as otherwise set forth in official plan documents.

#### b. Special Project Employee

Employees who are regularly scheduled to work less than the regular schedule but at least 20 hours per week and do not have an Alternate Work Arrangement. Special Project Employees may be eligible for the benefits as provided for in the Employee Handbook or as otherwise set forth in official plan documents. Employees who are assigned to this category are those who are paid on an hourly basis and who may or may not work a minimum of 40 hours per week. Special Project Employees are not paid during any time which is not worked, i.e., vacation, lunch hour, and so on. Special Project Employees are eligible for paid sick days as outlined in the Paid Sick Leave policy in the Handbook.

Special Project Employees will be paid for hours worked on company observed holidays at a rate of time and one-half for those hours worked (with the exception of the Day after Thanksgiving Day). Holiday Pay is applied only to the hours worked **within the 24 hours of the Holiday itself**, not hours worked for shifts that lead in to or pass out of the 24-hour holiday window (*i.e. Midnight to 11:59pm*). For example, if your shift starts at 10pm leading into a holiday, you will be paid straight time for the 2 hours before midnight, and Holiday Pay for the remainder of your shift that falls within the Holiday itself. Holiday Pay is applied to the actual Holiday dates, not the observed days. For example, Holiday Pay would be applied to 12/25 & 1/1, not 12/26 & 1/2, the observed days.

Special Project Employees will receive overtime in accordance with the Fair Labor Standards Act (FLSA) and applicable state law. Special Project Employees can contact the Human Resources Department for further information.

#### c. Regular Employee - Alternate Work Arrangement (AWA)

It is the policy of Major League Baseball to have work performed at our office. While employees have no right to Alternate Work Arrangements, such arrangements may, on a case-by-case basis, be available to employees. These



arrangements may include such options as reduced work schedule, flex-time schedules, job-sharing, or telecommuting. Any Alternative Work Arrangement must be approved by your supervisor and by the Human Resources Department.

Modified work schedules are not for everyone and are not an employee benefit or an entitlement, but rather a privilege to be approved as appropriate based on the business needs and the circumstances of the employee's departmental needs. Employees will be required to be flexible with their agreed upon schedules in order to accomplish work, including attendance at meetings. Each employee must maintain his or her work commitment to Baseball.

Alternate Work Arrangements, as is the case with normal policies and procedures, may be modified from time to time to meet business needs and, in any event, will be reviewed by the Department Head and the Human Resources Department on an annual basis. Baseball maintains the sole discretion to determine if such proposed arrangements are consistent with its business needs and appropriate. Employees participating in any of these work arrangements continue to be "employed at will" and Major League Baseball, like the employee, can terminate employment at any time and for any reason.

Some positions, by their nature, are better suited for alternate work schedules than others. The following are guidelines for evaluating whether an Alternate Work Arrangement is appropriate may include, but are not limited to:

- activities can be effectively performed outside the office;
- job responsibilities can effectively be shared by more than one employee;
- technology needed to perform the job off-site is currently available; and
- contact with other employees is predictable and can be scheduled.

Regular Employees with an Alternate Work Arrangement may or may not be eligible for the benefits provided for in the Employee Handbook. When Regular Employees request an Alternate Work Arrangement, they are required to contact Human Resources to understand the impact of the Alternate Work Arrangement has on their employee benefits.

### **Reduced Work Schedule Employment**

Employees who work reduced work schedules for a fraction of (i.e., half-time or 2/3 time) the hours of regular duty are considered to be working under a reduced work schedule AWA. Employees working under this AWA will be eligible for compensation, life insurance, vacation, sick and personal time on a reduced basis prorated based on the percentage of normal hours worked. For example, should an employee reduce his or her working hours from 5 days to 4 days per week, then his or her eligibility for compensation, life insurance, vacation, sick and personal time will be reduced to 80% of the total allowed under company policy and any affected official plan documents. Employees working a reduced work schedule must work a minimum of 30 hours to retain their eligibility for benefits.

Participation in (and accrual of benefits under) the Office Employees Plan or the Major League Baseball 401(k) Plan and Trust will be determined under the terms of the applicable Plan document and law.

### **Flex-Time Employment**

Employees who work a “flex-time” schedule are those who alter their daily working hours. For example, an employee on flex-time may work 10 hours per day so that they may have another day off in the same week. Another example of flex-time would be adjusting your daily start and stop times. A mutually agreed to work day may include starting your workday at 10:00 AM instead of 9:00 AM. As a result, your workday would end at 6:00 PM instead of 5:00 PM.

Your ability to “flex” your hours depends on the nature and circumstances of your position and is subject to approval by your supervisor and the Human Resources Department.

### **Job Sharing Employment**

An arrangement in which employees who wish to work a reduced schedule and “divide” their job responsibilities with another employee is referred to as a job-sharing arrangement. Job sharing arrangements involve reduced compensation and benefits for both employees. The details of a job-sharing schedule must be arranged with your supervisor and be approved by the Human Resources Department. Credit under the Office Employees Plan and the Major League Baseball 401(k) Plan and Trust will be determined under the terms of the applicable Plan document and law.

### **Telecommuting Employment**

Telecommuting refers to an employee’s work in an off-site location (usually at home), using electronic communications equipment to conduct regular work activities. The details of a telecommuting situation must be arranged with your supervisor and be approved by the Human Resources and Information Security Departments. Participants in a telecommuting arrangement may be required to sign a “Telecommuting Agreement”.

***These are merely guidelines since arrangements may vary over time. Please contact Human Resources for further information.***

## **2. Compensation Status**

All employees are designated as either exempt or non-exempt under state and federal wage and hour laws.

### **a. Exempt Employees**

Exempt employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and applicable state law and are not eligible to receive overtime pay, regardless of the amount of time worked. Generally, these are

managers, professional, administrative or technical staff whose job responsibilities meet certain criteria and salaries meet certain thresholds.

## **b. Non-Exempt Employees**

Non-exempt employees are eligible to receive overtime pay in accordance with the FLSA and applicable state law. Overtime for a non-exempt employee must be authorized in advance by the employee's supervisor or Department Head.

Non-exempt employees must accurately record and submit a weekly timesheet reflecting all actual hours worked. Department Heads and managers should be particularly mindful of how they utilize non-exempt employees for off-site or out-of-town assignments. Please refer to the following guidelines in determining "hours worked" for timekeeping purposes while traveling on MLB business:

1. Any work that an employee is required to perform while traveling must be counted as hours worked. Time spent on activities that are part of, or closely related to, the performance of an employee's principal task such that the activities are indispensable to the work being performed also counts as work time.
2. Time spent performing non-principal activities before or after the workday – such as ordinary time spent walking, riding or traveling to/from the employee's home or lodging and actual workplace – should not be counted as hours worked.
3. Time spent by an employee traveling as part of his principal activity – such as travel from job site to job site during the workday – must be counted as hours worked. This includes travel from any designated meeting place to receive instructions or pick up equipment to the actual workplace (and vice versa).
4. Travel away from one's home community on a special one-day assignment will be considered work time, except that meal periods and the travel time normally spent commuting to and from the regular work site should not be counted.
5. Travel away from one's home community requiring an overnight stay is considered work time when it cuts across an employee's regular working hours (*i.e.*, when the employee is simply substituting travel for other duties). This means that if such travel takes place during an employee's regular working hours (*e.g.*, 9 a.m. to 5 p.m.), it is counted as work time regardless of whether the travel occurs on a weekday or weekend.
6. Time spent outside of regular working hours traveling away from home as a passenger on an airplane, train, boat, bus or automobile should not be counted as work time.
7. Regular meal period time during which work is not performed should not be counted as work time.

8. Periods during which an employee is completely relieved from duty and which are long enough to enable him/her to use the time effectively for his/her own purposes are not counted as hours worked. Generally, therefore, an employee who is at a hotel sleeping, eating, watching television, etc. will not be compensated for such time.

### 3. Overtime Pay

When required due to the needs of the business, you may be asked to work overtime. Overtime hours are those actual hours worked in excess of a 40-hour workweek. Non-exempt employees who exceed 40 hours of work time in a workweek will be paid time and one-half for those overtime hours. Hours worked refers to those hours actually worked and not to any paid days off (except as set forth below). For example, if an employee works 35 hours in a week and is paid an additional 16 hours for two vacation days, the total hours worked is 35, not 51, for overtime calculations. On the other hand, if the employee works 42 hours in a week and is paid for an additional 16 hours for two vacation days, the employee is entitled to two hours of overtime pay. Holidays and paid leave, such as PTO, bereavement time, and jury duty does not apply toward work time.

**All overtime must be approved in advance by a supervisor or Department Head,** and management expects that employees will be available to work overtime when requested.

All overtime must be reported as worked. Falsifying time records is prohibited and may result in discipline, up to and including immediate termination for gross misconduct. An employee's failure to comply with the provisions of the Company's Overtime Policy may result in disciplinary action, up to and including termination of employment.

This Handbook does not serve as a complete summary of the FLSA and state law rules and policies. Therefore, if you have any questions regarding the application of the FLSA and state law to your work schedule, or regarding the FLSA in general, please contact Human Resources or the Payroll Department.

### 4. Meal Breaks

Employees are entitled to an uninterrupted, duty-free meal break generally lasting 30 minutes to one hour between 11 a.m. and 2 p.m.

Additionally, employees who start work before 11 a.m. and work past 7 p.m. in a given day shall be entitled to a second 20-minute uninterrupted, duty-free meal break between 5 p.m. and 7 p.m. Employees who work a shift of more than six hours starting between 1 p.m. and 6 a.m. shall be entitled to a 45-minute uninterrupted, duty-free meal period at a time midway between the beginning and end of the employee's shift.

### 5. Your Paycheck

Paychecks are directly deposited into your checking and/or savings accounts unless otherwise requested by an employee who is eligible by law to opt out of direct

deposit. To activate or change a direct deposit election, employees may do so in Major League Baseball's online HRIS system.

A statement of earnings for each pay period is available to employees online indicating gross pay, statutory deductions and voluntary deductions.

No deductions, except those required by law, are made from your payroll check unless authorized by you in writing and approved by the Company. All deductions are noted on the check stub of your payroll check.

The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If your marital status or address changes or the number of exemptions previously claimed increases or decreases, you must submit a new Form W-4 to via Major League Baseball's online HRIS system.

#### **a. Pay-Periods**

Regular employees are paid on the 15th and last working day of each month. If the pay-period falls on a Saturday, Sunday or holiday, employees will receive their paycheck on the preceding workday.

Special Project employees are paid biweekly.

#### **b. Questions about Pay**

Baseball makes every effort to compensate employees accurately and in accordance with applicable state and federal laws. Occasionally, however, mistakes may occur. Therefore, employees should check their pay stubs each pay period to be sure they are correct. If you believe that any improper or erroneous deductions have been made, or that there have been any other mistakes in your pay, please report your concern to your supervisor, Payroll and/or Human Resources. Baseball will promptly investigate and correct any errors. If any improper deductions were made, Baseball will reimburse you and will take appropriate corrective action.

### **6. Working Hours**

The standard workweek is a Monday through Sunday, 40-hour week with 9:00 AM to 5:00 PM office hours. Individual work schedules may vary, however, depending on the needs of each Department. Due to the seasonal nature of Baseball, you may be required to work more than eight hours per day during certain times of the year.

### **7. Attendance Records**

It is the responsibility of each employee to clearly advise his or her manager of time away from work during the regularly scheduled workweek. All requests should be made through the time keeping system. In addition, certain job functions may require time entry on a weekly basis into the Empire technology time tracking system. Employees should also record their absence on voicemail and e-mail and indicate when they will return to acknowledge messages.

Each Department Head or his/her designee must ensure that attendance records are maintained for his/her Department. All attendance records will be maintained in the time keeping system. Managers have the responsibility to approve hours worked on a weekly basis for their direct reports. Non-exempt employees are required to submit their time sheets on a weekly basis for their manager's approval and must accurately record all time worked as well as any paid or unpaid leave taken. All employees are required to submit timesheets for their manager's approval for the purpose of tracking vacation, sick time, personal, leave of absences, etc. as outlined in the Paid Time Off (PTO) and Unpaid Leave section of this Employee Handbook.

Delayed reporting of hours worked, failure to report or fraudulently reporting attendance and/or PTO, may result in disciplinary action, up to and including termination.

## **8. Lateness and Absences**

Regular attendance and punctuality are expected from all Major League Baseball employees. Excessive, unexcused absences or lateness may result in disciplinary action, up to and including termination.

Employees are expected to report to work on time. If employees cannot report as scheduled, they should notify their supervisor as far in advance as possible, but no later than 30 minutes after their regular working time so that proper arrangements can be made to ensure coverage during their absence. If the employee is unable to call, he or she must have someone make the call for the employee. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. Failure to notify your immediate supervisor may result in disciplinary action, up to and including immediate termination.

"Absence" is defined as the failure of an employee to report for work when the employee is scheduled to work. An excused absence occurs when all four of the following conditions are met: a) the employee provides sufficient notice to his or her supervisor, b) the reason is found credible or acceptable by his or her supervisor, c) such absence request is approved by his or her supervisor, and d) the employee has sufficient accrued paid time off (PTO) to cover such absence. Employees must take earned PTO for every absence unless otherwise allowed by company policy (e.g., Leave of Absence policy, Bereavement policy, Jury Duty).

Failure to report to work for three (3) consecutive scheduled working days without notifying the Company may result in disciplinary action, up to and including immediate termination.

When your absence is due to illness or a doctor's visit, the Company may require you to provide appropriate medical documentation.

## **9. Inclement Weather/Emergency Conditions**

While our goal is to maintain normal operations during scheduled work hours, there may be times when inclement weather or other emergency conditions must be taken



into account for safety reasons. In the event that MLB issues a travel warning, modifies normal working hours or closes the office due to weather or other emergency conditions, a notification will be sent via our emergency notification system, LiveSafe.

**If the office opens late, closes early or is closed for the day:**

**Exempt Employees** - Exempt employees receive their regular salaries when the office opens late, closes early, or closes for any *partial* workweeks due to inclement weather conditions. Unless utilizing available PTO (vacation, personal or sick time), employees able to work remotely in these circumstances are expected to do so.

**Non-Exempt Employees** - If a non-exempt employee is directed by Human Resources or the employee's manager not to report to work for the day, to arrive at work late, or to leave work early due to inclement weather, the employee may elect to use PTO for the partial or full day absence. If the employee works a portion of the day or is able to work remotely, they employee will be paid at their regular rate of pay for the actual time worked. With supervisory approval, an employee may be allowed to make up lost work time during the current workweek.

Overtime will apply to only those employees whose actual work hours worked are in excess of the 40 hours that week.

**If an inclement weather or emergency condition warning is issued by MLB but normal office hours remain in effect**, employees are expected to exercise their own sound judgment and to not take any unnecessary travel risks based on their individual commutes to and from work (including the availability of public transportation and risk of travel on roadways). In these situations, unless utilizing available PTO (vacation, personal or sick time), employees able to work remotely in these circumstances are expected to make sufficient preparations to do so and should consult with their managers accordingly.

Non-exempt employees with jobs that do not lend themselves to working remotely but who are unable to safely commute to work should either use available PTO or consult with their managers about the possibility of making up lost work time during the current workweek. If neither of those options is feasible under the circumstances, such non-exempt employees will be paid for their regularly-scheduled work hours for the day of the weather/emergency warning.

**Employees on Scheduled Leave** - An employee who is out of the office on sick, vacation, or personal leave during an office closing due to weather or emergency conditions will be charged such leave as scheduled.

## **10. Dress Code Policy**

Major League Baseball requires employees to demonstrate good judgment and professionalism. Employees should maintain a neat and clean appearance that is appropriate for the professional business environment and for the work being performed. Proper attire creates a positive impression to others about MLB and its image. The location where you work and the type of job you perform will determine

the appropriate attire. However, in all cases, all articles of clothing shall be neat, clean and free of any obvious defects (holes, tears, etc.). No employee shall wear clothing that is sexually suggestive or provocative. All employees at the Chelsea office should adhere to a full-time casual dress policy, while Park Avenue adheres to a business casual policy during most of the week with casual dress on Fridays.

Business casual attire typically includes dress slacks, khakis, corduroy pants, knee-length skirts or dresses, button-down shirts, blouses, sweaters, sports coats and blazers.

Casual attire includes jeans, t-shirts, sneakers, polos, and golf shirts.

Even when the dress code is casual, it is important to project a professional image to Club officials, sponsors, customers, visitors and coworkers. Further, employees are expected to dress in more traditional business attire should a business situation require it (e.g., client meetings, sponsor meetings, sales calls, etc.) regardless of where the meeting is being conducted, either at the outside party's location or at the MLB's office locations. If you know the client or customer will be dress in business attire, you should be similarly dressed. Examples of acceptable business attire includes a matching suit and buttoned-down dress shirt in a solid, dark color, knee-length skirt or dress, dress socks, neckties, and closed-toe shoes.

Unacceptable attire includes ripped jeans, t-shirts with profanity or discriminatory or harassing messages, shorts, mini-skirts, mesh shirts, cutoff shirts, backless shirts, crop tops, tank tops, sweat pants, jogging suits, exercise gear, beach-style sandals, flip-flops, revealing clothing, or any extreme style or fashion in dress.

Supervisors are responsible for evaluating the dress and appearance of employees under their supervision. If an employee is not dressed appropriately, the following steps will be taken:

1. For a first violation, an oral warning will be given to the employee, and the Company's dress and appearance standards will be reviewed with the employee.
2. For second or subsequent violations, the employee will be sent home to change clothes immediately, as well as given a written warning. For non-exempt employees, time lost from work will be unpaid and should be documented as such on the employee's timecard.

Repeated violations may result in additional disciplinary action, up to and including termination.

## 11. Evaluation and Compensation Review Process

It is the intention of Baseball to let all employees know what is expected of them and how well they are performing in their jobs. To a great degree, that is accomplished on an informal, day-to-day basis as you and your manager talk about job issues. **We consider it an important managerial responsibility to provide regular, open and honest feedback to employees.** At Major League Baseball, your manager also is asked to formally evaluate and record your job performance on an annual basis. At



the manager's discretion, new employees also may receive a performance review approximately six months after starting employment. Your performance evaluation generally takes place in two parts: a written performance review completed by your manager and the appraisal discussions between you and your manager.

During your appraisal, you and your manager will discuss your job and your performance. Typically, you will review your goals, and identify areas for professional development. You will be asked to sign the appraisal review form to indicate that you have reviewed it.

The results of your performance appraisal generally will be:

1. an overall assessment of your level of success in your current job (*i.e.*, whether goals were achieved and how key job competencies were (or were not) demonstrated), and
2. a set of individual goals and/or development priorities for the future.

Communication and a clear understanding of what is expected of you are the hallmarks of a successful performance appraisal discussion.

Baseball regards performance evaluations as providing feedback to individual employees and expects the evaluations will be kept confidential to the extent appropriate and practicable. Accordingly, managers may not provide an employee's appraisal to any third party without Human Resources approval.

In addition to formal performance evaluations, Human Resources will periodically meet with Department Heads and Executives in order to review the potential and anticipated career development of employees within their groups.

#### **a. Salary Determinants**

Salaries are generally reviewed on an annual and discretionary basis. In determining the amount of salary increase, if any, the following factors will be taken into consideration:

- The quality of your individual performance as reflected by your annual performance reviews.
- The nature of your role within MLB and relevant market considerations (both external and for internal equity).
- The measurable results you and/or your Department have achieved.
- MLB's overall results during the applicable period and other business and economic factors.

#### **b. Promotions**

Promotions are generally based on the quality of your individual performance, the results you achieve individually and within your group, departmental structure considerations, and Major League Baseball's overall business results and needs. Although length of service may be considered along with other factors that MLB

deems appropriate, **seniority is not a controlling factor in promotion decisions.**

### c. Job Posting

An internal posting will be displayed via the intranet for new or replacement positions that become available. This generally will help to afford interested employees the opportunity to apply for available positions. All official job requisitions must be signed in advance by the Department Head, Finance Department and the Deputy Commissioner and Chief Legal Officer before any open positions can be posted.

## 12. League Courtesy Passes

Major League courtesy passes are issued on an annual basis. Courtesy passes entitle the holder and a guest entry to all Major League ballparks up to a maximum of three times **per city** (*i.e.*, passes may not be used more than three times at Yankee Stadium and Citi Field combined), subject to individual club policies. **Seating and acceptance of MLB courtesy passes is entirely at the discretion of the individual clubs and these passes will not be honored (nor should they be presented) on sold out dates, opening days, promotional dates, All-Star Games or any postseason games.**

Any employee joining the payroll after May 31st of the current season will not be issued a league courtesy pass for the current season. No replacement passes will be issued after June 1st of each year.

League courtesy passes should not be used in conjunction with MLB issued ID's or credentials. Courtesy passes do not allow special entrance rights to restricted areas of the ballpark such as box seats, suites, field and dugouts, clubhouses, press dining rooms or press/broadcast areas. The privilege of a courtesy pass is only for entry to the park, with a guest, to seating assigned (if any) at the discretion of the home club.

Inappropriate use of League Courtesy Passes can result in disciplinary action up to and including termination of employment from Major League Baseball.

## 13. Lifetime Pass

Upon reaching 25 years of service with Major League Baseball, all regular employees will receive a Lifetime Pass.

Employees will receive Baseball service credit for regular employment (internships and special project employment will not count) at any of the following Baseball Entities: any Major League Club, National Association of Professional Baseball Leagues, MLB Network, MLB Advanced Media, and any other related employer designated by the Office of the Commissioner of Baseball. The original hire date at the Baseball Entity will be used as long as there is no break in employment. If an employee has a break in employment, the original hire date will still be used, but that date will be adjusted to include the time not working at a Baseball entity. If an employee has worked less time than being away from Baseball, he/she will not receive credit for

those years worked and his/her seniority date will be the most recent date he/she is hired at MLB's Office locations. The calculation of any of these prior years of employment will produce a seniority date which will be used to calculate all vacation accrual.

As with the league courtesy passes, the Lifetime Pass entitles the holder and a guest to entry to all Major League ballparks up to a maximum of three times **per city** (*i.e.*, passes may not be used more than three times at Yankee Stadium and Citi Field combined), subject to individual club policies. **Seating and acceptance of the Lifetime Pass is entirely at the discretion of the individual clubs and may be subject to a service charge. The pass will not be honored (nor should they be presented) on sold out dates, opening days, promotional dates, All-Star Games or any post-season games.**

The Lifetime Pass should not be used in conjunction with MLB issued ID's or credentials. The Lifetime Pass is not exchangeable for tickets or pre-assigned seating in advance of any game date. The Lifetime Pass does not allow special entrance rights to restricted areas of the ballpark such as box seats, suites, field and dugouts, clubhouses, press dining rooms or press/broadcast areas. The privilege of the Lifetime Pass is only for entry to the park, with a guest, on a space available basis to seating assigned (if any) at the discretion of the home club.

Inappropriate use of the Lifetime Pass, including use of the pass by anyone other than the person to whom it is issued, may result in revocation of the privilege and disciplinary action up to and including termination of employment from Major League Baseball.

## 14. Discipline

In order to achieve and maintain fairness and efficiency at Major League Baseball, it is necessary for all employees to make sure that certain conduct and performance policies are observed. Most employees make an effort to do their jobs well and cooperate in observing the Company policies, procedures and rules of conduct. However, disciplinary action is sometimes necessary.

Major League Baseball reserves the right to impose appropriate discipline (up to and including immediate termination) depending on the facts of each situation and nature of the offense. Some of the factors that may be considered in determining appropriate discipline are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; the nature/severity of the offense; and the impact the conduct and performance issues have on our organization. Outlined below are certain types of discipline that may (or may not) precede a termination of employment. However, discipline need not be progressive and Major League Baseball reserves the right, in its sole discretion, to impose whatever means of discipline deemed appropriate.

**a. Verbal Counseling**

An oral counseling is an indication of dissatisfaction with job performance, a specific act, or a violation of policy or procedure. The objective is to improve performance, to clear up a possible misunderstanding, and/or prevent a situation from escalating or recurring. A written record of the discussion between the employee and the supervisor may be maintained by the supervisor and/or Human Resources.

**b. Written Warning**

A written warning is a statement notifying the employee that he or she is being warned for a specific act, job performance deficiency, or violation of a policy or procedure. The written notice typically will identify the specific problem or deficiency, what corrective action needs to be taken, future penalties that will result from continued unsatisfactory performance or misconduct, and a time limit for corrective action. All written warnings shall be approved by Human Resources prior to it being presented to the employee. The employee is to be furnished with a copy of the statement.

**c. Performance Improvement Plan (PIP)**

If an employee has been involved in a disciplinary situation that has not been readily resolved or if he/she has demonstrated an inability to perform assigned worked responsibilities efficiently, the employee may be placed on a performance improvement plan (PIP). In order to successfully complete a PIP, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the manager and the organization in the PIP. The failure to do so may result in termination.

**d. Suspension**

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When action is necessary to ensure the safety of the employee or others, or where otherwise deemed appropriate, the employee may be suspended pending the results of an investigation.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues.

Pay may be restored to the employee if an investigation of the incident or infraction results in a finding of no wrongdoing by the employee.

**Major League Baseball reserves the right, at all times, to take whatever disciplinary action it deems appropriate, up to and including termination. Prior**

**notification, or utilizing any or all of the counseling measures outlined above, is not a prerequisite for termination or other disciplinary action.**

## **15. Termination of Employment**

### **a. Involuntary Termination**

Employment with Major League Baseball remains at all times “at will,” and may be terminated by Baseball at any time, with or without reason or notice.

Certain forms of serious misconduct may result in termination without prior counseling. Listed below are examples of the general types of violations for which an employee may be subject to immediate discharge. NOTE: This list should not be considered all-inclusive, as the nature and seriousness of other violations may warrant disciplinary action, up to and including termination.

- a. Failure to obey all safety regulations.
- b. Conduct in violation of Major League Baseball’s Anti-Discrimination and Harassment Policy.
- c. Using Major League Baseball’s confidential information for the employee’s own advantage or profit.
- d. Stealing, willfully damaging, or abusing Major League Baseball property or the property of other employees.
- e. Engaging in outside work, business or financial arrangements, or other conduct that conflicts or competes with Major League Baseball business.
- f. Engaging in behavior which interferes with a Department’s productivity or with other employees’ ability to perform their duties without interruption or loss of productivity.
- g. Insubordination to supervisors and managers.

If your performance, work habits, conduct, or demeanor becomes unsatisfactory in the judgment of Major League Baseball, based on violations either of the above or of any other Baseball policies, rules, or regulations, you may be subject to disciplinary action, up to and including termination.

### **b. Voluntary Termination/Resignation**

While employment remains at all times “at will,” employees who desire to terminate their employment with Major League Baseball are requested to give written notice at least two weeks before their expected date of departure in order to assist with an appropriate transition of duties. Notification of intent to terminate should be submitted to your manager, Department Head and the Human Resources Department. In addition, employees who intend to retire from Major League Baseball should provide the company with 30 days’ written notice in order to help ensure the timely commencement and/or distribution of retirement benefits.

Employees may not use vacation or personal days during the notice period without express prior approval from their supervisor. The Company will only compensate employees for accrued but unused vacation – including carryover days, if available at the time of separation – at the employee's regular rate of pay when the employee works throughout the notice period, and is not terminated for gross misconduct or cause (as determined in the sole discretion of the Company) during the notice period, otherwise, payment for unused vacation will not be provided except as required by applicable law. Vacation pay for any accrued and unused vacation will normally be paid as soon as practicable on the next regular payroll date that has not yet been processed at the time of employment separation, except as otherwise required by applicable law.

A representative of the Human Resources Department will generally conduct an exit interview with each departing employee. Among other things, this interview provides an opportunity for the departing employee to discuss any compensation and benefits that the employee is entitled to receive or continue after termination.

**NOTE: Before termination of employment for any reason, all departing employees must return to Baseball any company property which they may have been issued, including, but not limited to, keys, security passes, laptops, tablets, phones, books, credit cards, league passes, dictating equipment, pagers, computers, fax machines, handbooks, manuals, and any files and documents (whether electronic or hard copy) relating to company business.**

## 16. Personnel Records

The information recorded in your personnel file is extremely important. Employees should notify Human Resources immediately regarding changes in their personal status. Such information would include changes or corrections in:

- Name
- Marital status (for insurance and benefit purposes)
- Address or telephone number
- Number of dependents
- Emergency contact information
- Withholding exception status (for income tax purposes)

Failure to report changes in this kind of information may affect your withholding tax and proper insurance benefit coverage. If you elect to change your dependent care coverage or change the beneficiary status under the Major League Baseball health, dental, or life insurance policies, you must promptly notify the Human Resources Department of any change in those to be covered and complete the appropriate forms to implement such changes. The Human Resources Department is available to answer your questions and assist you in this regard.

## **17. Employment Verification/Reference Checks**

All inquiries – for employment verifications, references or otherwise – regarding a current or former Major League Baseball employee must be referred to the Human Resources Department. Under no circumstances should any other Major League Baseball employee release any employment information about any current or former Major League Baseball employee without the permission of Human Resources.

In response to an outside request for information regarding a current or former Major League Baseball employee, the Human Resources Department will furnish or verify only an employee's name, dates of employment, job title and Department unless more information is required by a professional certification organization (*e.g.*, a State Bar). No other data or information regarding any current or former Major League Baseball employee, or his/her employment with Major League Baseball, will be released unless the employee authorizes Major League Baseball to release such information in writing or Major League Baseball is required by law to furnish any information.



## LEARNING & DEVELOPMENT

### 1. Learning and Development

HR's Learning and Development Program creates and promotes personal and professional growth, continuous learning and organization effectiveness by providing high-quality education training programs. We strive to identify, engage, develop and empower employees who share our philosophy of excellence, dedication and teamwork. Major League Baseball is committed to establishing a culture of learning, which is a hallmark of high-performance organizations.

Our blended learning solutions focus on developing, strengthening or enhancing the competencies and behaviors needed for individuals and departments to meet their goals. To ensure that learning takes place and continues, a holistic approach that integrates both formal and informal elements is most efficient and effective.

Department Heads and managers are encouraged, with the advice and assistance of the HR Department, to formulate procedures and practices that create and foster a climate in which staff members are challenged and encouraged to learn. The manager and employee share responsibility for the employee's success in clearly identifying goals acquiring additional skills and taking on new duties or responsibilities in order to facilitate personal and appropriate professional growth. In addition, full-time and part-time employees are encouraged to invest in the programs offered by Major League Baseball to ensure continue growth and development.

It is the goal of the Human Resources Department to continually observe and assess individual, Departmental and organizational needs in order to:

- Strengthen our talent pool by providing employees with personal and professional development opportunities;
- Design programs to engage, challenge, strengthen and empower employees to align with professional skills with organizational needs;
- Recognize and embrace the distinctive and different types of learning needs of employees who are: new to the industry and/or work force, have moderate experience, or are seasoned employees;
- Increase employee commitment, encourage favorable attitudes, loyalty and cooperation;
- Improve quality and quantity of productivity;
- Facilitate and promote the process of implementing effective organizational change which provides opportunities for each employee to develop to their full potential; and



- Manage employee performance by providing training programs that support Major League Baseball's competencies.

In addition, based on need and opportunity, your manager may recommend attendance at off-site training sessions, conferences or seminars. Major League Baseball will reimburse 100% of the payment and necessary travel costs incurred by regular employees to successfully complete job training courses approved by their manager, Department Head and the Human Resources Department.

## 2. Educational Assistance Program

Major League Baseball believes that education leads to self-improvement which improves the value of our employees. Because of this philosophy, we encourage our employees to pursue educational opportunities that prepare them for personal growth and increased work competence. It is the policy of Major League Baseball to provide financial assistance to employees interested in furthering their formal education. This assistance is provided under provisions of the employee Educational Assistance Program.

While completion of a course of study may provide an improved educational background, the accomplishment does not obligate Major League Baseball to reward such completion through continued employment, promotion, transfer, reassignment, or salary increase, etc.

### a. Eligibility

Regular employees who have completed one-year of continuous service with Major League Baseball prior to commencement of the course are eligible to apply for the program. Special Project Employees (as defined in the Employment Classification section of the Employee Handbook) and Interns are not eligible for this program.

### b. Job-Related

**Courses must be directly related to the employee's current job** function, an advanced position within Major League Baseball, or an identifiable career path within Major League Baseball in order to qualify for reimbursement. Determinations regarding job-relatedness will be made by Major League Baseball in its sole discretion. In addition, classes must not interfere with an employee's normal work schedule.

### c. Annual Reimbursement Limit

The costs of tuition and books for the defined job-related courses may be reimbursed at the lesser of 100% or up to \$7,000 per academic year. Any amount over \$5,250 is considered taxable income. An academic year begins in the Fall Semester, includes Winter and Spring, and ends in the Summer Semester. Major League Baseball however will not pay for more than two (2) courses per semester. The application of summer semester courses to the reimbursed academic year

will be handled on a case by case basis. For employees receiving G.I. benefits or another education subsidy, the amount of Major League Baseball's reimbursement will not exceed the difference between the cost of the course(s) and the amounts obtained from other sources, up to the maximum amount per academic year.

#### **d. Taxability**

Educational reimbursement payments, whether in whole or in part, may be subject to applicable federal, state or local taxes associated with receipt of funds under the program. Employees participating in the Educational Assistance Program are responsible for paying such taxes as may be applicable to any reimbursement received and should consult with their tax advisor. By IRS regulation, certain amounts will be treated as taxable income and will be reflected as wages on your employee W-2 form. Contact the Human Resources Department for tax thresholds for each calendar year.

#### **e. Grade Requirements**

The eligible expenses that Major League Baseball will reimburse (subject to the annual academic year reimbursement limit) to eligible employees for courses are based on the employee's final grade received for the course, as follows:

- Grade Courses: Reimbursement at 100% upon receipt of a passing grade of B or up (or equivalent numerical grade) to the maximum allowable amount of the program.
- Pass/Fail Courses: Reimbursement at 100% upon receipt of a passing grade up to the maximum allowable amount under the program.

#### **f. Covered Expenses**

Tuition costs, books, examination fees and required laboratory fees at an accredited institution are eligible to be covered by the program.

#### **g. Excluded From This Program**

Exclusions from eligible covered expenses are late fees and interest for delayed-payment plans; institutions or programs of study not approved by Major League Baseball; audited courses; and programs not directly related to the employee's current job function, an advanced position within Major League Baseball, or an identifiable career path within Major League Baseball (i.e., art, music, or a law degree program). Individual courses in law relating to an employee's present position may be approved when recommended by your supervisor and approved by your Department Head.

In addition, travel, parking, lodging, extraneous fees, and expensed items such as drawing instruments, calculators, electronic equipment, recording devices or other course materials, other than textbooks, are also excluded. Major League Baseball retains the discretion to approve or disapprove any educational

reimbursement request. Employees will not be paid for their time spent in courses in which they enroll voluntarily.

#### **h. MLB-Approved Colleges, Institutions and Study Programs**

Colleges, universities, technical schools, home study, adult education, web-based programs and professional programs must meet the following qualifications to be considered for approval:

- Colleges and Universities – Approved by the New England Association of Colleges and Secondary Schools or the equivalent regional association within the United States.
- Technical Institutions or Schools – Accredited by the appropriate State Board of Education.
- Adult Education Courses – Sponsored by an accredited college, or a State or local Board of Education.
- Home Study Courses – Accredited by the American Home Study Institute.
- Internet Courses from a College or University – Colleges and Universities in the United States are accredited by private accrediting agencies. The U.S. Department of Education and the Council for Higher Education Accreditation maintain lists of accrediting agencies that have been determined to be reliable authorities on accreditation.

Major League Baseball retains the sole discretion to determine whether a course meets accreditation requirements.

#### **i. Application & Approval Process**

In order to be eligible to receive an educational reimbursement, employees must obtain the written approval of their supervisor, Department Head, and Human Resources. Employees must complete the application and receive approval before enrolling. Forms can be found in the Forms Section of Employee Handbook or on the HR portal.

To receive approval for reimbursement of the enrolled program, employees must initially complete both the Tuition Assistance Program Form (**Exhibit 4**) and the Tuition Assistance Course Form (**Exhibit 5**) and submit them to their supervisor and Department Head. Employees will be responsible for completing the Tuition Assistance Course Form (**Exhibit 5**) for every course for which they wish to be reimbursed. Both the approved Tuition Assistance Program form and the Tuition Assistance Course Form must then be forwarded to the Human Resources Department for pre-approval. As part of the approval process, you may be asked for more information about the program, courses and your educational goals. Any program or course begun prior to approval from the employee's supervisor, the Department Head, and Human Resources is not eligible for reimbursement. Any program or course begun prior to the commencement of employment with Major League Baseball is not eligible for reimbursement.

**j. Timing of Reimbursement**

There are no advance payments. Reimbursements are made after a course is completed provided that eligibility requirements, including minimum grade requirements, are met. Employees who do not complete a course or who leave employment, either voluntarily or involuntarily, during a course are not eligible for reimbursement.

**k. Termination****Voluntary**

- The employee must be active on MLB's payroll at the time reimbursement is made.
- An employee who voluntarily terminates or resigns employment with MLB and who has received reimbursement(s) under the terms of this policy shall be obligated to immediately repay MLB, upon the employee's termination date, the full amount of all reimbursement(s) paid during the one (1) year prior to the employee's termination date.

**Involuntary**

- An employee whose employment is terminated for any reason (other than as set forth in the immediately following bullet only) by MLB prior to completing a course will not be reimbursed for any expenses associated with such course (even if previously approved for reimbursement).
- An employee whose employment is terminated due to a reduction in force or job elimination while participating in an approved course will be reimbursed for the full amount of the costs incurred for the course up to the date of termination.
- An employee whose employment is terminated for willful misconduct shall be obligated to immediately repay MLB the full amount of all reimbursement(s) paid during the one (1) year prior to the employee's termination date, within thirty (30) days of the departure.

**3. Training**

In addition to courses that employees may choose to pursue voluntarily under the Educational Assistance Program, Major League Baseball may request that employees attend required training classes, seminars and meetings during the course of their employment. This training is intended to enhance employee effectiveness on the job and to widen the employee's career path. Major League Baseball will pay 100% of the cost of required training courses, seminars or meetings that employees attend at Major League Baseball's request. Employees will also be paid for time spent in such activities in accordance with federal and state wage laws.

## TIME OFF & LEAVE POLICIES

### 1. Vacation

The key component of the vacation policy is that approved vacation is subject first and foremost to business needs as determined by your supervisor. Supervisors will make every effort to accommodate your requests whenever possible; however, there may be business reasons that make it necessary for employees to defer their vacation to alternate days.

Consideration should also be given to allowing an employee vacation or personal time for observance of religious holidays.

#### a. Eligibility

All regular employees begin to accrue vacation from their date of hire, however, all regular employees must have at least three months of continuous service to be eligible to take a vacation with pay.

The established vacation year is the calendar year January 1 through December 31. Vacation days may be split into periods of one or more full weeks or, with the prior approval of your supervisor, may be taken a half day or more at a time.

#### b. Vacation Accrual

All eligible employees will accrue vacation hours on the first day of each month. For New Hires with no prior Major League Baseball service, (see definition below) your seniority date will be your date of hire with MLB's Office locations. Employees may be eligible to accrue up to 160 hours (20 days) per year based on years of seniority with MLB.

New hire employees with prior Baseball service, will receive seniority credit in two ways:

1. Major/Minor League Baseball Players – 1 year of Baseball service is awarded if a player is under contract for at least 1 day during six separate months between the months of March and September.
2. Front Office/Scouts/On-Field Personnel – employees will receive seniority credit for regular employment (internships and special project employment will not count) at any of the following Baseball Entities: any Major League Club, National Association of Professional Baseball Leagues, MLB Network, MLB Advanced Media, and any other related employer designated by the Office of the Commissioner of Baseball. The original hire date at the Baseball Entity will be used as long as there is no break in employment. If an employee has a break in employment, the original hire date will still be used, but that date will be adjusted to include the time not working at a Baseball entity. If an employee has worked less time than being away from Baseball, he/she will not receive

credit for those years worked and his/her seniority date will be the most recent date he/she is hired at MLB's Office locations.

The calculation of any of these prior years of employment will produce a seniority date which will be used to calculate all vacation accrual.

Vacation can only be taken in half day increments with the approval of your supervisor. The Vacation Accrual Table below reflects the maximum amount of hours/days earned and allowed days to be taken based on your months of service in the current calendar year after three months of employment, and earned accruals are tracked monthly in our online time keeping system.

<b>Vacation Accrual Table (In Hours Accrued Per Month)</b>			
	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
	<b>1st, 2nd, 3rd full service year</b>	<b>4th and 5th full service year</b>	<b>During your 6th full service year and all years after</b>
January *	8	12	16
February	8	8	12
March	4	12	12
April	8	8	16
May	8	12	12
June	4	8	12
July	8	12	16
August	8	8	12
September	4	12	12
October	8	8	16
November	8	12	12
December	4	8	12
<b>Total Annual Hours</b>	<b>80</b>	<b>120</b>	<b>160</b>
<b>Total Annual Days</b>	<b>10</b>	<b>15</b>	<b>20</b>

**\*\* New Hires \*\***

During your first calendar year of employment, your vacation accrual rate will always start with the January line of the Vacation Accrual Table regardless of the month in which you were hired. Once the new year begins, you will follow the normal accrual schedule based on your seniority date as established in Section 1.c below.

For example, if you were hired on March 15<sup>th</sup>, there are 10 months in the calendar year from March – December. Using the above table, add the numbers listed for 10 months starting from the month of January, which gives you the total of 68 hours, or 8.5 days, for your first year of employment.

Your established seniority date will determine your years of service for vacation accrual calculation purposes. Based on years of service, your vacation accrual will fall into Tier 1, Tier 2 or Tier 3 for calculation of your annual vacation amount.

**c. Changing Tiers based on Service Anniversary Date**

The time keeping system accrues vacation hours on the first of each month. In the month in which your seniority date moves employees from one tier to the next, vacation will be calculated at the higher rate in that anniversary month. See the example below.

**Example:**

Based on Joe Jones' hire date, he is entering his 4th year of employment on May 15th of the current year. Using the Vacation Accrual Table noted above, his current year of accrued vacation would be:

4 Months (January through April) Tier 1 Rate	= 28 Hours
8 Months (May through December) Tier 2 Rate	= 80 Hours
Total Current Year Vacation	= 108 Hours (13.5 Days)

**d. Carryover Vacation**

Vacation time should not be carried from one year to the next. However, under special circumstances, you may carry forward five days of vacation into the next year with prior approval from your Department Head and Human Resources. Any vacation carried over must be taken within the first 3 months of the next year.

If you are a new employee hired in the last quarter of the calendar year with no prior Baseball Service, you will be allowed to carry over your accrued vacation days and will have up to thirty days after your 3-month anniversary to use them.

**e. Vacation Requests**

All requests for vacation must be submitted through our time keeping system. While every effort will be made to honor your preferred vacation dates, operating requirements and the coordination of vacations within your Department must also be considered.

**f. Vacation Pay**

Vacation pay shall be paid at your regular rate of pay. You may not receive vacation pay in lieu of time off (that is, accrued but unused vacation time will not be paid out either during a given pay period or at the end of the year). If an employee feels there is a discrepancy in the calculation of his/her vacation pay or eligibility, he/she may request a review of that calculation by the Human Resources Department.

**g. Sickness during Vacation**

Should a serious illness or injury occur while on a scheduled vacation, the vacation may be rescheduled with the leave reallocated towards available sick days. A written doctor's statement may be required upon your return to work.



## **h. Termination**

Upon termination of employment, employees may not use vacation during the notice period without express prior approval from their supervisor. The Company will only compensate employees for accrued but unused vacation – including carry over days, if available at the time of separation – at the employee’s regular rate of pay when the employee works throughout the notice period, and is not terminated for gross misconduct or cause (as determined in the sole discretion of the Company) during the notice period, otherwise, payment for unused vacation will not be provided except as required by applicable law. Vacation pay for any accrued and unused vacation will normally be paid as soon as practicable on the next regular payroll date that has not yet been processed at the time of employment separation, except as otherwise required by applicable law.

## **2. Safe & Sick Time**

Regular and Special Project employees will be paid full salary for daily absences due to illness or injury (or as otherwise set forth below under “Acceptable Reasons to Use Safe & Sick Time”) up to 5 days per year. Major League Baseball provides this benefit to assure its employees of income if they are unable to work in order to care for themselves or family member as set forth below. For continuous illness or injury of more than 5 days, refer to the Short Term and Long-Term Disability section of this Handbook. Unused safe and sick time will not be paid out upon termination of employment.

### **a. Accrual and Use of Safe & Sick Time**

Regular and Special Project employees are eligible to use up to 5 days per year as of their first day of employment, and will receive a new bank of 5 days per year as of January 1 of each year during their employment. Unused days do not carry over into the following calendar year.

Leave under this policy must be taken in minimum daily increments of one (1) hour.

### **b. Acceptable Reasons to Use Safe & Sick Time**

You can use safe and sick leave for the following reasons:

- You have a mental or physical illness, injury or condition; you need to get a medical diagnosis, care or treatment of your mental or physical illness, or condition; you need to get preventative medical care.
- You must care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition, or who needs preventative care.
- Your elective surgery, including organ donations.
- Care of a family member who has elective surgery, including organ donations.



- You or a family member may be the victim of any act or threat of domestic violence or unwanted sexual physical contact, stalking, or human trafficking and you need to take actions necessary to restore the physical, psychological, or economic health or safety of you or your family members or to protect those who associate or work with you, including to:
  - Obtain services from a domestic violence shelter, rape crisis center, or other services program.
  - Participate in safety planning, relocate, or take other actions to protect your safety or that of your family members, including enrolling children in a new school.
  - Meet with an attorney or social service provider to obtain information and advice related to custody; visitation; matrimonial issues; orders of protection; immigration; housing; discrimination in employment, housing or consumer credit.
  - File a domestic incident report with law enforcement or meet with a district attorney's office.
- For New York City, New Jersey and Chicago-based employees, closure of the workplace due to a public health emergency (as declared by a public health official) or to care for a child whose school or child care provider is closed due to a public health emergency.

For the purpose of this policy, "family member" includes any individual whose close association with the employee is the equivalent of family, a child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*), grandchild, spouse, domestic partner, parent, grandparent, child or parent of an employee's spouse or domestic partner, sibling (including a half, adopted, or step sibling), and any other individual related by blood to the employee.

### **c. Notice and Documentation**

Whenever you need to use safe and sick time under this policy, you must reach out to your Department Head or supervisor as soon as possible to report your absence. If you are unable to make contact on your own, every reasonable attempt should be made to have another person do so on your behalf. Except in extreme cases, MLB expects timely notification of your expected absence.

You should give your Department Head or supervisor reasonable advance notice of absences due to non-emergency medical or dental appointments.

For absences of more than three (3) consecutive days, written certification from a physician or licensed health care professional indicating the need for the amount of leave taken may be required. Written confirmation that an employee used paid leave pursuant to this policy may also be required.

Information provided to support sick and safe time, including details relating to an employee's own or family member's medical condition, shall be treated as confidential and will not be disclosed without the employee's permission or unless disclosure is required by law.

Fraudulent use of safe and sick time or failure to provide requested documentation or written confirmation under this policy may subject an employee to withholding of safe and sick time and/or disciplinary action, up to and including termination.

### **3. Temporary Changes to Work Schedules**

Major League Baseball will provide Regular and Special Project employees up to two temporary work schedule changes for medical and family care purposes ("personal events"). A "personal event" is defined as (a) the need for a caregiver to provide care to a minor or care recipient (defined as a family or household member with a disability who requires medical care or assistance with the needs of daily living), (b) attending proceedings to secure subsistence benefits for the employee or family member, or (c) any other reason covered under the Paid Sick Leave policy. A "temporary schedule change" is defined as a limited alternation in the hours or times that or locations where an employee is expected to work, including, but not limited to, using paid time off, working remotely, swapping or shifting work hours and using short-term unpaid leave.

Employees are entitled to two requests in a calendar year for up to one business day per request, or one request in a calendar year for two business days. Requests may be denied if an employee has exhausted the allotted requests in a calendar year. Employees are not required to exhaust any paid sick leave before making request for temporary schedule change, and leave granted under the Paid Sick leave policy does not count toward a request under this policy. Any unpaid leave granted as part of a schedule change accommodation will not be counted towards the paid sick leave bank.

You must notify your Department Head or supervisor as soon as becoming aware of the need for a temporary schedule change. The initial request must indicate that the change is due to a personal event and the proposed schedule change. The request must then be submitted in writing to your Department Head or supervisor as soon as feasible but no later than the second business day after returning to work following the end of the temporary schedule change. You will receive an initial informal response to your request, followed by a formal written response within 14 days of receipt of your written request. The formal written response will indicate (a) whether your request was approved as stated or will be granted as leave without pay, (b) if the request was denied, an explanation for the denial, and (c) the number of temporary schedule change requests you have remaining in the calendar year.

#### **4. Paid Personal Time Off**

Regular employees will be eligible for up to three paid personal days per calendar year.

New hires will accrue personal days on a prorated basis in their first year of employment as follows: if hired between January – March, 3 days; between April – June, 2 days; July – September, 1 day; and October – December, 0 days. On January 1st of the following year, all 3 days will be front-loaded into the personal time off bank.

Requests of paid personal time must be for a minimum of a half day (or four hours) and must be submitted to your supervisor in advance whenever possible. You may not receive additional pay in lieu of unused personal days and under no circumstance can personal time off be carried over from one year to the next. Unused personal time will not be paid out upon termination of employment. Examples of personal time off include:

- Non-medical family emergencies that require you to leave work early.
- Unscheduled or unexpected personal business that may arise that cannot be attended to during non-working hours.
- Volunteering in community programs.
- Observance of religious holidays.

Employees should note that personal time is not an entitlement and is subject to management approval whenever possible. It is not unreasonable for your manager to question your need for a personal day request to determine if the reason(s) falls within the personal day guidelines. Should an employee choose not to provide an explanation, or the manager determines the reason does not fall within the personal day guidelines then management has the right to deny the request and/or require the employee to take a vacation day.

#### **5. Family and Medical Leave Act (FMLA)**

##### **a. Eligibility & Basic Leave Entitlement**

In accordance with the Family and Medical Leave Act of 1993, as amended, Major League Baseball provides unpaid, job-protected family and medical leave to eligible employees as explained in this policy (“FMLA leave”). Eligible employees are entitled to use a maximum of 12 weeks of unpaid, job-protected leave per 12-month period (“basic leave” entitlement), for one of the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or childbirth;
- To care for the employee’s child after birth or to care for a child after placement for adoption or foster care;
- In connection with the placement of a child with the employee for adoption or foster care;

- To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- A serious health condition that makes the employee unable to perform the functions of the employee's job; or
- Qualifying exigencies when the employee's spouse, son, daughter, or parent is a member of the Regular Armed services being deployed to a foreign country, or is a member of the National Guard or Reserves being called to active duty under a federal call or order to a foreign country in support of a contingency operation pursuant to certain provisions of law ("exigency leave"). Qualifying exigencies may include attending rest and recuperation with a military member on short-term leave, short-term deployment, attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending counseling sessions, attending post deployment reintegration briefings, and providing care to the parent of a military member.

The 12-month period used to track an employee's basic leave entitlement is a 12-month rolling period looking backward from the date such employee uses any FMLA leave. That is, each time an employee takes FMLA leave, the remaining leave entitlement is any balance of the 12 workweeks not used during the immediately preceding 12 months.

In order to be eligible for FMLA basic leave entitlement or covered service member leave entitlement described in paragraph b. below, employees must meet the following eligibility requirements:

- Employees must have been employed by Major League Baseball on a regular or special project basis for at least 12 months;
- Employees must have provided at least 1,250 hours of service (i.e., hours worked) to Major League Baseball during the last 12 months before the date the leave would begin; and
- Employees must report to or work at a location where Major League Baseball employs 50 or more people within 75 miles.

#### **b. Covered Service Member Leave Entitlement**

Major League Baseball also provides a special leave entitlement under the FMLA that permits eligible employees (as described above) to take up to 26 weeks of leave during a single 12-month period to care for a covered service member ("covered service member leave" entitlement). The 12-month period for purposes of this leave entitlement begins when an employee starts using his or her leave. Leave taken under the employee's basic leave entitlement during this 12-month period also will count toward the 26-week entitlement during this 12-month period. A covered service member for purposes of this leave entitlement is:

- A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or

therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. A serious illness or injury is one that was incurred by the covered service member in the line of duty on active duty in the Armed Services, or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the military-member medically unfit to perform his or her duties of the member's office, grade, rank and rating; or;

- A veteran who was a member of the Armed Forces, National Guard, or Reserves who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The covered veteran must have an injury or illness incurred in, or preexisting but aggravated in, the line of duty on active duty, which meets one of the following conditions:
  - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and that rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating;
  - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50% or greater, with such VASRD rating being based, in whole or in part, on the condition precipitating the need for military caregiver leave;
  - A physical or mental condition that substantially impairs, or would do so absent treatment, the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service;
  - An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

### **c. Intermittent Leave**

Depending on the reason for the leave, FMLA leave does not necessarily have to be taken all at once. Leave may be taken on an intermittent basis or a reduced schedule in certain circumstances. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. A reduced schedule leave is a leave that reduces an employee's usual number of working hours per workday or workweek.

To the extent medically necessary, an employee may take intermittent or reduced schedule leave (i) for a serious health condition of the employee or of a covered family member or (ii) to care for a covered service member with a serious injury or illness. Intermittent leave may also be taken because of a qualifying exigency

due to a spouse, child, or parent being on active military duty or called to active military duty. Intermittent or reduced schedule leave may be taken for the birth, adoption, or placement for foster care of a child only if approved by the Department Head and the Human Resources Department. Generally, intermittent leave is limited to a 12-week equivalent - a total of 480 hours per 12 months (8 hours per workday times 60 workdays in a 12-week period). For special project employees, the hours will be appropriately adjusted to reflect their special project status. To illustrate, an employee who normally works 30 hours per week will be eligible for 360 hours of intermittent leave (30 hours per week times 12 weeks).

If an employee's request for intermittent leave is foreseeable based on a planned medical treatment, including during a period of recovery from a serious health condition of the employee or of the employee's family member, then such employee should make a reasonable effort to schedule the leave in consultation with his or her supervisor; otherwise, such employee may be required to transfer temporarily to an alternative position (with equivalent pay and benefits) in order to better accommodate the intermittent periods of absence and business needs.

#### **d. Definition of Serious Health Condition**

A "serious health condition" is generally defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement includes a period of incapacity of more than three consecutive calendar days combined with (i) at least two visits to a health care provider; (ii) one visit to a health care provider and a regimen of continuing treatment; (iii) incapacity due to pregnancy; or (iv) incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### **e. Employee Notice**

Employees must give notice to Major League Baseball at least 30 days in advance of the need for FMLA leave if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of the employee's immediate family member. If an employee fails to give 30 days' advance written notice for foreseeable leave, Major League Baseball may delay the taking of leave until at least 30 days after the date the employee provides notice. When 30 days' notice is not possible, or the leave is unforeseeable, the employee must provide notice as soon as practicable and generally must comply with the normal call-in procedures absent unusual circumstances. Absent unusual circumstances, when an employee fails to comply with the procedures for reporting absences and requesting leave, Major League Baseball may delay or deny a leave request.



Employees must provide sufficient information for Major League Baseball to determine if the leave qualifies for FMLA protection, as well as the anticipated timing and duration of the leave. Sufficient information to put Major League Baseball on notice of an employee's need for FMLA leave may include notice of (i) the fact that the employee is unable to perform job functions or that the applicable family member is unable to perform daily activities; (ii) the need for hospitalization or continuing treatment by a health care provider; or (iii) circumstances supporting the need for covered service member leave. Employees must also inform Major League Baseball if the requested leave is for a reason for which leave was previously taken or certified.

For leave taken because of a planned medical treatment, employees should make a reasonable effort to schedule the treatment so as to avoid unnecessary disruption to the operations of Major League Baseball. Failure to provide appropriate notice may delay the granting of leave.

#### **f. Employer Notifications**

Managers should contact Human Resources to secure a copy of "Employee Rights under the FMLA" when an employee requests leave for any reason under this policy. Human Resources will supply the employee with the appropriate forms and notices for FMLA leave. The employee must timely complete and return the forms provided by Human Resources (including certification forms, if applicable); otherwise, the employee risks delay in the approval or denial of his or her request for FMLA leave.

Major League Baseball will inform an employee requesting leave of the following: (i) whether he or she is eligible for leave under the FMLA; (ii) whether any additional information is required from the employee; and (iii) the employee's rights and responsibilities related to the leave. If the employee is found to be ineligible for leave, Major League Baseball will provide the employee with the reason for ineligibility.

Major League Baseball will also inform an employee if leave will be designated as FMLA protected and of the amount of leave counted against the employee's leave entitlement. If Major League Baseball determines that the leave is not FMLA protected, Major League Baseball will notify the employee.

#### **g. Child Care Provision**

Leave to care for a child in connection with birth, adoption, or foster care ("bonding leave") is not available after the expiration of 12 months following the birth, adoption, or foster care placement of the child except as otherwise required under state law.

#### **h. Spouses Working for Major League Baseball**

If both spouses work for Major League Baseball, combined leave time to care for an ill parent or for bonding leave is 12 weeks per every 12-month period (e.g., six

weeks for each employee) to the extent that the FMLA leave that the employee is otherwise entitled to during the applicable 12-month period is not used. This limitation does not apply to the other reasons for which an employee may take leave (e.g., the employee's own serious health condition or that of a child or spouse) to the extent that an employee has leave available in the 12-month period.

Similarly, if both spouses work for Major League Baseball combined leave to care for a family member injured or ill due to or in connection with active-duty military service is 26 weeks in a single 12-month period to the extent that such employees have leave available.

#### **i. Certification Requirements**

If leave is taken because of an employee's serious health condition, Major League Baseball may require the employee to provide certification and periodic recertification of the condition and the fact that the employee is unable to perform job functions. Certification that the employee is needed to care for a family member or for a covered military member with a serious injury or illness may also be necessary. In the case of intermittent or reduced schedule leave, this certification must also provide the dates and duration of the treatments to be given, if applicable. Major League Baseball has the right to seek a second or third medical opinion at Major League Baseball's expense. Such information will be obtained, and such exams will be conducted in accordance with the Americans with Disabilities Act (ADA), the FMLA, and all other applicable laws. Failure to provide sufficient certification may lead to a delay or denial of FMLA leave.

Major League Baseball may require an employee returning from personal medical leave to provide certification verifying that he or she is fit for duty. Major League Baseball may also require fitness-for-duty certification for an employee on intermittent leave when there are reasonable safety concerns relating to an employee's return to work. Failure to provide such certification may result in a delay in reinstatement.

#### **j. Leave Provisions**

##### **Provisions Governing the Leave Period**

- To the extent consistent with the FMLA and applicable state law, Major League Baseball requires that employees use 100% of their paid time off (excluding sick time but including any unused vacation, parental leave and/or personal time) concurrently during an FMLA leave period. Similarly, approved disability leave and workers' compensation leave will run concurrently with any leave available under this policy to the extent that an employee is eligible, and the condition qualifies as a serious health condition under this policy. Use of paid time off does not extend the FMLA leave period but, rather, runs concurrently with the leave; however, employees may use available and accrued sick leave consistent with terms and conditions of the sick leave policy for otherwise unpaid leave.



- Employees do not earn additional holiday pay during any unpaid leave. Moreover, employees do not earn additional sick, personal, or vacation pay, except for periods when they are using such paid time-off benefits at the very beginning or end of the leave period. Employees are entitled, however, to accrue “service credit” during the leave period for pension purposes. In addition, employees who return to work on a regular basis following a period of unpaid FMLA leave will be credited with the vacation days that they would have accrued if they had worked during the leave period. This credit applies to vacation days alone, and it is only available to those employees who return to regular work as scheduled.
- Major League Baseball will pay its normal share of employees’ health insurance premiums during FMLA leave in order to maintain health insurance benefits at the level and under the same conditions as if such employees were not on leave. However, Major League Baseball is entitled to a reimbursement of health insurance premiums paid on an employee’s behalf during FMLA leave should such employee not return to work for reasons other than (i) a continuing personal health problem; (ii) a continuing health problem of the employee’s parent, child, or spouse; or (iii) other circumstances beyond the employee’s control.
- Employees on leave may not work elsewhere while on leave, except as part of an approved rehabilitation program. Failure to comply with applicable policies may lead to disciplinary action, up to and including dismissal.
- Employees are expected to advise their managers in writing of any changes to their anticipated return-to-work date. If an employee fails to return to work at the end of the leave period without approval for additional non-FMLA leave, he or she will be considered as having voluntarily resigned, effective as of the last day of work.

### **Returning to Work after the Leave Period**

Upon returning to work, an employee will be restored to the position he or she held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms or conditions of employment to the extent that the employee would have been entitled to return to such position and retain such terms and conditions of employment had he or she not taken leave.

- An employee on leave has no greater right to reinstatement than if he or she had been continuously at work. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought. Changes in hours, schedules, duties, jobs, benefits, pay, and the like may also occur due to business needs.
- Major League Baseball may deny reinstatement to salaried employees who are considered “key employees” as discussed in Section 825.218 of the regulations under the FMLA.

- Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave.

### **Compliance with State Law**

Where applicable state laws provide additional entitlement to leave, Major League Baseball will comply with such requirements. Employees based in New Jersey should review the Addendum 1 at the end of this Handbook for information concerning the New Jersey Family Leave Act and the New Jersey Paid Family Leave Law.

### **Effect on Military Leave Policy**

Nothing in this policy limits any employee's leave rights under Major League Baseball's military leave policy.

## **k. Prohibited Practices**

Major League Baseball shall not interfere with, restrain, or deny the exercise of any right provided by the FMLA or terminate the employment of or discriminate against any individual for opposing any practice or because of involvement in any proceeding relating to the FMLA. In addition, Major League Baseball shall not use the taking of FMLA leave as a negative factor in employment actions such as hiring, promotions, or disciplinary actions.

An employee may file a complaint based on alleged violation of this policy with the U.S. Department of Labor ([www.dol.gov/whd](http://www.dol.gov/whd); 1-866-487-9243, TTY: 1-877-889-5627), or an employee may bring a private lawsuit. However, Major League Baseball encourages all employees to first bring any concerns they have regarding this policy to the attention of the company by contacting Human Resources. Major League Baseball prohibits retaliation against any employee for bringing any complaint forward in good faith under this policy.

The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## 6. Holidays

### Regular Employee Holidays

Our holiday schedule tracks all bank holidays in New York State with the exception of Columbus Day. All Regular employees are eligible for pay for those days designated as holidays. Holidays observed by Major League Baseball include:

- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving Day

In addition, the office designates as a holiday a Year-End Break that typically runs from Christmas Eve through New Year's Day.

The office will close at 1:00pm on the last business day immediately preceding the Memorial Day, Independence Day, Labor Day and Thanksgiving holidays.

Each employee will be given one Floating Holiday in lieu of Veteran's Day. Employees will have the option of celebrating Veteran's Day on November 11th or taking their Floating Holiday at another time during the year subject to management approval and based on business need. MLB's Office locations will remain open during Veteran's Day. You may not receive additional pay in lieu of unused holidays (including upon termination of employment for any reason) and under no circumstance can holiday time off be carried over from one year to the next.

When a holiday falls on a Saturday, it will be observed on the previous Friday; when on a Sunday, it will be observed on a Monday.

To benefit from a holiday, you must be an active employee on the payroll at the time it occurs. Employees on leaves of absence, or any other unpaid absence, do not receive this benefit.

A holiday that occurs during your vacation is counted as a holiday and not as a vacation day.

## 7. Jury and Witness Duty

Jury and witness duty are civic responsibilities and employees are encouraged to serve when called. Major League Baseball grants time off with pay when you are summoned to perform jury duty or are subpoenaed to appear as a witness, provided you are not a party in the lawsuit. While on jury duty, the Company will pay hourly employees at their regular hourly rate, less the amount received from jury duty for a maximum of one week.

You should advise your Department Head/supervisor immediately upon receipt of a jury notice or court subpoena and provide him/her with a copy of the jury summons.

Upon returning to work after jury duty, you should provide your supervisor with a court document showing the dates of your jury service.

Any amounts received for jury duty or witness fees should be reimbursed to the Finance Department. Current tax law provides that you can deduct surrendered jury pay from your taxable income on your federal tax return.

You are expected to work on regular workdays when you are not required to be present at court and when you are dismissed early enough to work part of the day.

Time off for voluntary appearance in court for your personal benefit (e.g., when you are a party to a lawsuit) will be your own responsibility and arrangements for such time off must be approved in advance by your Department Head/supervisor. Vacation, personal or sick days (if applicable – see Paid Sick Leave policy for covered reasons) may be used for this purpose, otherwise such time off will be unpaid.

## **8. Medical and Dental Appointments**

Employees are encouraged to schedule medical and dental appointments during non-working hours. However, when that is not possible, time taken to keep medical and dental appointments will be charged against sick time and, if you have used all of your sick days for the year, against personal days and if those have been used, against vacation time.

## **9. Blood Donation Leave**

Employees are encouraged to donate blood when possible.

Eligible employees who work an average of 20 or more hours per week may, 1) take up to three hours of leave in any 12-month period to donate blood off our premises, or 2) employees may donate blood during work hours at least twice a year at a convenient time and place set by Major League Baseball, including a blood drive at our office.

Major League Baseball may require employees to give notice of their intent to take blood donation leave:

- Three days in advance if the leave is off-premises;
  - If an employee donates blood off premises, we may require the employee to provide proof of the blood donation.
  - Leave for blood donation off premises need not be paid.
- Two days in advance if the leave is for blood donation at a convenient time and place set by Major League Baseball.
  - If employee donates blood during work hours on our premises, the time is compensable.

- Longer notice of up to 10 working days is required if the employee taking blood donation leave is in a job:
  - Essential to the operation of the employer; or
  - Necessary to comply with legal requirements.

In case of an emergency, such as if an employee needs to donate blood for his/her own surgery or the surgery of a family member, Baseball will provide reasonable accommodation for a shorter notice period.

## **10. Bone Marrow Donation Leave**

Employees are eligible to take up to 24 hours of leave in any 12-month period (or as otherwise required by applicable state law) in order to donate bone marrow and/or recover from the procedure. Medical documentation detailing the purpose and length of the requested bone marrow leave may be required. Leave to donate bone marrow will be unpaid but employees may choose to use applicable paid leave to which employees are entitled, including Vacation and Personal Time.

Unless otherwise not practicable due to emergency circumstances, employees should provide at least 24 hours' notice of a bone marrow donation.

## **11. Crime Victims Leave**

All Major League Baseball employees who are victims of a crime or who are subpoenaed as a witness in a criminal proceeding may take leave to appear as witnesses, consult with the district attorney, or exercise other rights under the law.

Employees who are crime victims or subpoenaed as a witness at a criminal proceeding must provide at least one day of notice before taking the leave. Employees may be required to provide verification that the employee attended or testified at a criminal proceeding.

"Victims" are defined as 1) the aggrieved party, 2) the aggrieved party's next of kin, if the aggrieved party died because of the crime, 3), the victim's representative (for example, an attorney, guardian or parent of a minor), 4) good Samaritans, and 5) any person applying for or seeking to enforce an order of protection under the criminal procedure law or the family court act.

This leave will be unpaid, but employees may choose to use applicable paid leave to which employees are entitled, including Vacation and Personal Time.

## **12. Volunteer Emergency Responders**

Employees working as volunteer firefighters or volunteer ambulance service responders (or as otherwise provided under applicable state or local law) may take leave in the event of a declared state or local emergency or disaster, except if the employee's absence would impose an undue hardship on Major League Baseball.

To be eligible for leave, employees must have previously provided written documentation from the head of the employee's volunteer fire department or

volunteer ambulance service notifying MLB of the employee's status as an emergency responder. In addition, employees' duties as an emergency responder must be related to the declared emergency.

Upon return from leave, employees may be required to provide documentation from the head of the volunteer fire department or volunteer ambulance service, certifying the period of time the employee responded during the declared emergency.

This leave will be unpaid, but employees may choose to use applicable paid leave to which employees are entitled, including Vacation or Personal Time.

### **13. Voting Leave**

Employees who are unable to vote in a statewide or local election during non-work hours may arrange, with at least 48 hours' advance notice, to take up to two hours off from work with pay at the beginning or end of the work day to vote, in accordance with applicable state law. (Note: NY state law requires that time off is required if the employee does not have two hours before or after his or her shift in which to vote). Advance approval for such time off must be obtained from your Manager or Department Head. Employees are encouraged but not required to use absentee ballot voting to avoid the need of taking time off to vote.

### **14. Personal Leave of Absence**

#### **a. Policy Statement**

Major League Baseball believes and recognizes that the welfare of our employees is important to the welfare of our organization. Thus, the goal of this policy is to retain experienced employees and assist them when they have obvious needs.

#### **b. Conditions of Leave**

##### **When Leave Can Be Taken**

In extraordinary circumstances, Major League Baseball may provide unpaid personal leave of up to three months to regular employees in good standing with at least one year of service who wish to take time off to fulfill urgent personal obligations not otherwise provided for under Major League Baseball's leave policies or for educational purposes ("personal leave"). Personal leave is independent from the FMLA policy and is not intended to extend a qualifying FMLA leave period. Because personal leave is unpaid, any employee who resigns or otherwise terminates employment is not entitled to any pay for unused personal leave. Major League Baseball may request certification verifying an employee's stated reason for taking a personal leave of absence.

##### **Duration and Timing of Leave**

The cumulative length of a personal leave of absence may not exceed three months. Employees may request a personal leave of absence only once per every

12-month rolling period looking backward from the date an employee last used any personal leave.

### **Request for Leave**

Any eligible employee who would like to request a personal leave of absence must make such a request in writing as far in advance as possible. Eligible employees may obtain details from Human Resources regarding the process for requesting a personal leave of absence. Such leaves will be granted at Major League Baseball's discretion by an employee's Department Head and Human Resources on a case-by-case basis after considering the purpose of the leave, the employee's length of service, the timing, and the business needs of Major League Baseball. In the event that Major League Baseball grants an employee personal leave, the employee must first use any available accrued personal and vacation time at the beginning of the leave. Use of paid time off does not extend the leave period but, rather, runs concurrently with the leave.

### **Benefits During Leave**

Personal leave does not relieve employees of their obligation to pay applicable benefit premiums (if any). Therefore, employees must continue to pay the employee portion of benefit premiums during a personal leave of absence. Employees on personal leave will receive a monthly bill for the employee portion of their benefits. Timely payments must be submitted in order to continue the applicable benefits. During a personal leave, paid time-off benefit accruals are suspended. Upon an employee's return to work from personal leave, such employee will resume accruing paid time-off benefits. In addition, employees who return to work on a regular basis following a period of personal leave will be credited with the vacation days that they would have accrued if they had worked during the leave period. This credit applies to vacation days alone, and it is only available to those employees who return to regular work as scheduled.

### **Return to Work**

There is no guarantee that a position will be available for an employee at the conclusion of a personal leave of absence. However, Major League Baseball will make reasonable efforts to return such employee to reemployment in a comparable position.

## **15. Military Leave**

### **a. Policy Statement**

Major League Baseball will grant a leave of absence for military duty in accordance with applicable state and federal laws ("military leave"). This policy is intended to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA), and it will be construed consistently with USERRA, any applicable federal regulations, and any applicable state law and/or regulations. Major



League Baseball will not discriminate or retaliate against any individual because of past, current, or future uniformed service obligations. Major League Baseball will not discriminate against any eligible employee who takes military leave under this policy, nor will it retaliate against anyone who protests any unlawful practice under USERRA or similar applicable state law.

**b. Application of State Law**

Where an applicable state law provides additional rights and/or benefits to eligible employees, Major League Baseball will comply with such state law.

**c. Eligibility**

All regular or special project employees are eligible to take unpaid military leave.

**d. Conditions of Leave**

**When Leave Can Be Taken**

Employees are eligible for military leave when they are absent from work due to service in the Army, Navy, Air Force, Marine Corps, or Coast Guard; the Reserve units of the Army, Navy, Air Force, Marine Corps, or Coast Guard; the Army National Guard or the Air National Guard; the Commissioned Corps of the Public Health Service; or any other category of service designated by the President of the United States in time of war or emergency. For purposes of this policy, “service” includes active duty, active duty for training, inactive duty training, regular National Guard duty, and absence to take an examination to determine fitness for any of the foregoing types of duty.

**Duration of Leave**

The cumulative length of an employee’s military leave of absence under this policy generally may not exceed five years, unless one of the statutory exceptions to the five-year limitation applies.

**Request for Leave**

An employee or an officer of the uniformed service in which the employee is to serve is required to provide Major League Baseball advance notice of the employee’s military obligations, unless giving advance notice is impossible, unreasonable, or precluded by military necessity.

**Benefits During Leave**

Major League Baseball will pay an employee’s regular salary plus any unused vacation accrued through the last day of active employment with Major League Baseball prior to taking military leave. Military leave is unpaid, and certain benefits terminate under military leave subject to applicable law.

Major League Baseball provides employees with limited health coverage during a period of military leave. Employees on military leave for less than 31 days will

continue to participate in their health, dental, vision, health flexible spending account, and employee assistance plans as active employees as if they had not taken leave. Employees on military leave for 31 or more days may elect, pursuant to COBRA, to continue to participate in their health, dental, vision, health flexible spending account, and employee assistance plans for up to 18 months; however, Major League Baseball may require employees electing coverage to pay up to 102% of the full premium and continue contributions to the health flexible spending account on an after-tax basis.

An eligible employee may elect, but is not required, to use accrued vacation in lieu of unpaid military leave. Additional vacation will not accrue during a period of military leave.

#### **e. Reemployment**

Upon returning to work, an employee will be restored to the position that he or she held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms or conditions of employment, if the following criteria are satisfied:

- The employee had been employed in a regular or special project employee staff position;
- The employee gave notice to the employer before leaving, unless providing such notice was impracticable or impossible;
- The cumulative period of active service did not exceed five years, excluding certain services required by, among other things, a declared war or national emergency;
- The employee was not discharged from the military under anything other than honorable conditions;
- Circumstances have not so changed as to make such reemployment impossible or unreasonable, and reinstatement does not impose an undue hardship on Major League Baseball (e.g., Major League Baseball may not be required to reemploy the employee where the employee's position has been eliminated for unrelated business reasons); and
- The employee reported back to the civilian job in a timely manner. Time limits for returning to work following leave differ depending on the duration of the leave taken. State law may provide additional time to return to work. Employees should consult with Human Resources for additional information.

A myriad of issues may arise concerning an employee's rights during military leave. This policy does not address all such issues. Insofar as issues arise that are not addressed in this policy, Major League Baseball will abide by USERRA and any controlling state laws. Should you have any questions or require further information regarding military leave, please contact Human Resources.

## **16. Spousal Military Leave**

In New York, the spouse of a member of the Armed Forces of the United States, the National Guard, or the Reserves who has been deployed during a period of military conflict to a combat theater or combat zone of operations shall be allowed to take up to ten days of unpaid leave. Such leave shall only be used when such employee's spouse is on leave. This policy is separate from the other leave policies described herein.

A spouse or other relative of a member of the Armed Forces may also be eligible for leave as previously described in the FMLA policy in exigent circumstances or to care for the service member in the event of serious injury or illness.

## **17. Bereavement Leave**

Regular employees are entitled to use up to five paid leave workdays a year upon request for the death of an eligible family member or eligible household member ("bereavement leave"). The amount paid during the leave will be based on the hours normally worked immediately prior to the leave period. Requests for bereavement leave should be submitted to Human Resources as soon as possible. Major League Baseball reserves the right to request written verification of an employee's familial relationship to the deceased and of the employee's attendance at the funeral service as a condition of bereavement pay.

Major League Baseball recognizes that the length of bereavement leave may not be adequate in all cases and, in certain circumstances, a longer paid absence using available sick leave or accrued vacation time may be appropriate if approved by the employee's Department Head and Human Resources; in addition, depending on the circumstances, an employee may qualify for an unpaid leave of absence under the FMLA or Major League Baseball's personal leave policy.

For the purpose of this policy:

- Family members include spouse, domestic partner, son and daughter (including stepchild or son or daughter of a domestic partner), grandchild, son-in-law, and daughter-in-law; parent (including stepparent), grandparent, father-in-law, and mother-in-law; and brother and sister (including stepbrother and stepsister), brother-in-law, sister-in-law, and a child in the custody of and residing in the residence of the employee.
- Household members include individuals sharing the employee's residence who have reciprocal duties to and provide financial support for one another.

## **18. Parental Leave**

Full-time regular employees are entitled to up to four weeks of paid parental leave in connection with the birth, adoption or foster care of a child, provided that: (1) he or she has been a regular employee of Major League Baseball for at least twelve months; and (2) the parental leave is utilized within the first year of the birth, adoption or commencement of foster care. (If both parents of a child work for Major League

Baseball and are eligible for paid parental leave, however, the combined leave period for both employees shall not exceed four weeks for every twelve-month period). This parental leave period will run concurrently with FMLA leave but will follow any disability period that may be applicable in connection with pregnancy and/or the birth of a child. Accordingly, qualifying employees who give birth can be paid for ten to twelve weeks (depending on the type of delivery), and other qualifying employees can be paid for four weeks' even if no other paid time off is available. During a paid parental leave period, the employee shall continue to receive all employee benefits previously provided.

Your Department Head or Human Resources may request certification verifying the adoption and the effective date of the adoption.

## **19. New York Paid Family Leave Law Policy**

### **a. Policy Statement**

Beginning on January 1, 2018, the New York Paid Family Leave Law ("NYPFL") provides eligible employees in New York with paid, job protected leave for certain family and medical reasons or to address certain qualifying exigencies arising out of the fact that the employee's spouse, domestic partner, child or parent is on or has been called to active duty status as a member of the Armed Forces, National Guard or Reserves. New York Paid Family Leave ("NYPFL") benefits are funded by statutory employee payroll contributions, which are based on a percentage of the employee's average weekly wage.

### **b. Employee Funding of NYPFL and NYSDI Benefits**

The NYPFL and NYSDI benefits are funded exclusively through employee payroll tax. For 2018, the amount of the NYPFL employee payroll tax is 0.126% of your weekly wages, not to exceed 0.126% of the annualized statewide average weekly wage. Accordingly, although your actual contribution is dependent upon your wages, the cap means that your NYPFL tax would not exceed \$85.56 for the 2018 calendar year based on the current NY average weekly wage. The NYSDI program is taxed similarly and is currently capped at approximately \$31.20 for the calendar year.

### **c. Eligibility**

Employees who are regularly scheduled to work 20 or more hours per week will become eligible for NYPFL benefits after 26 consecutive work weeks of employment. Employees who are regularly scheduled to work fewer than 20 hours per week will become eligible for NYPFL benefits after the 175th day worked.

Approved vacation, sick, personal or other time away from work (except for a period of temporary disability under the New York Short Term Disability Law) is counted toward the 26-week or 175-day eligibility requirement, provided that the

employee continues to make contributions to the cost of NYPFL benefits during that time.

#### **d. Covered Reasons for NYPFL**

Eligible employees may take NYPFL for the following reasons:

- To bond with a newborn child within the first 52 weeks after the child's birth;
- Placement of a child with the employee for adoption or foster care, and to bond with that child within the first 52 weeks after the placement;
- To care for a covered family member with a serious health condition as defined by law; and
- Qualifying exigencies arising out of an employee's spouse, domestic partner, child or parent being on or called to active duty status as a member of the Armed Forces, National Guard, or Reserves.

Under the NYPFL, "covered family members" include an employee's spouse or domestic partner, child (including a biological, adopted or foster child, step-child or child of a domestic partner, legal ward or one to whom the employee stands *in loco parentis*), parent (including a biological, adoptive or foster parent, step-parent, legal guardian, or one who stood *in loco parentis* to the employee as a child), parent-in-law, grandparent and grandchild.

#### **e. How Much NYPFL May Be Taken**

Eligible employees shall be provided with NYPFL for any of the above-mentioned covered reason(s) according to the following schedule:

- Beginning January 1, 2018, up to 8 work weeks of NYPFL in a 52-week period at a benefit rate of 50% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2019, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 55% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2020, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 60% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2021 and going forward, up to 12 work weeks of NYPFL in a 52-week period at 67% of the employee's average weekly wage, up to a cap set by the state.

The 52-week period is a rolling 52 consecutive week period measured backward from the date an employee seeks to use any NYPFL. Employees may take NYPFL in either weekly increments or intermittently in increments of one full day (based on the employee's usual work day). Employee's working any part of a day will not

be eligible for NYPFL benefits for that day. NYPFL benefits are paid directly by the Company's NYPFL carrier.

Leave to bond with a newborn or a newly adopted or placed child must conclude within 52 weeks after the birth, adoption or placement of the child. In the case of multiple family members employed by the Company, only one employee at a time shall be permitted to take NYPFL during a given period to care for the same covered family member with a serious health condition or to bond with a newborn or newly adopted or placed child.

#### **f. Requesting NYPFL and Required Documentation**

When the need for NYPFL is foreseeable, the employee must provide the Company with at least 30 days' advance notice. Foreseeable qualifying events include an expected birth, adoption or foster care placement; planned medical treatment for a covered family member; or a known military exigency. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If an employee takes NYPFL intermittently, s/he must provide notice to the Company as soon as is practicable before each day of leave.

To request NYPFL, employees should contact the Human Resources Department for the appropriate claim forms, which the employee must complete and submit, along with appropriate supporting documentation, to the Company's NYPFL carrier.

- For bonding leave, employees will need to provide verification of the date of the child's birth, adoption, or placement and the relationship of the child to the employee.
- For leave to care for a family member with a serious health condition, employees will be required to submit a medical certification from the family member's health care provider.
- For military exigency leave, an employee will need to submit a copy of the family member's military documentation and possibly other documentation relating to the specific reason for the leave.

No benefit shall be paid by the carrier until a completed request for NYPFL, together with any necessary certifications and/or documentation, have been submitted to the carrier. The carrier will notify the employee requesting NYPFL whether the claim has been approved or denied.

#### **g. Return to Work**

Upon return from NYPFL, the Company will restore the employee to the same position the employee held before the leave or a comparable position with comparable pay, benefits and other terms and conditions of employment, subject to limitations on reinstatement set forth by law. If an employee does not return



to work following the conclusion of a designated period of NYPFL and does not request a leave extension, the employee may be considered to have voluntarily resigned.

#### **h. Maintenance of Health Benefits**

During NYPFL, an employee is entitled to continued health benefits under the same conditions as if the employee had continued to work. However, an employee's failure to pay his or her portion of any required premium may result in the cancellation of benefits during the NYPFL period.

#### **i. Coordination of NYPFL and Other Leave**

If an employee's request for leave qualifies under both the NYPFL and the federal Family and Medical Leave Act ("FMLA"), the leave will run concurrently and will count toward an employee's total available leave under both laws. Where NYPFL and FMLA leave run concurrently and the employee has available qualifying paid time off (i.e., vacation, personal days, sick days), the Company may require the employee to substitute any qualifying paid time off and receive the employee's regular weekly wage during the concurrent leave period. In all other cases, an employee may elect to use available qualifying paid time off concurrently with NYPFL and receive his or her regular weekly wage during the leave period, or to not charge his or her qualifying paid time off and receive only NYPFL benefits during the leave period. MLB Paid Parental Leave shall also run concurrently with NYPFL benefits during the leave period. If available PTO is substituted or if employees are on MLB Paid Parental Leave during an NYPFL period, the PTO or MLB Paid Parental Leave and the NYPFL period will run concurrently, and the NYPFL benefit will revert to MLB as an offset during that time. "Qualifying paid time off" is leave that would otherwise be available to the employee for the purpose for which NYPFL is taken (*e.g.*, vacation, personal leave, sick leave that may be used to care for a covered family member with a serious health condition). The substitution of qualifying paid time off does not extend the total NYPFL and/or FMLA benefit available to the employee.

Leave associated with an employee's own illness, injury or medical condition is not covered by the NYPFL, but may be covered by short-term disability or workers' compensation, depending on the circumstances. Eligible employees may receive up to a combined total of 26 weeks of New York State short-term disability and NYPFL benefits during a 52-consecutive calendar week period.

Below are two examples demonstrating the interplay between the several types of leave benefits:

**Example 1:** In 2018, a female employee with one year of service gives birth by **regular** delivery (*i.e.*, not a C-section) and has her full **12-week allotment of FMLA** and **2 weeks of accrued vacation time** available to her when she goes out on leave.



- Once the baby is born, employee is deemed disabled and both FMLA and NYSDI are triggered - **6 weeks**
  - This counts concurrently toward 6 weeks of the employee's 12-week FMLA allotment. The employee is on STD and receives 100% pay during this time via MLB's salary continuation policy. At the end of these 6 weeks, the employee still has **6 weeks** of FMLA and all **8 weeks** of NYPFL available.
- Once the disability period ends, the Baby Bonding period begins – up to **8 weeks**
  - The first **6 weeks** would be concurrently designated as FMLA and NYPFL. The employee will receive 100% pay during this time, however, because all accrued vacation time will be applied for the first 2 weeks and all paid parental leave will be applied for the next 4 weeks. This means that the employee would have been fully-paid for the entire – and now exhausted – 12-week FMLA period. To avoid overpayment, the NYPFL benefit payable by MetLife for this 6-week period will revert back to MLB.
  - At this point, the employee still has another **2 weeks** of NYPFL available during which time she shall receive the NYPFL benefit that shall be paid by MetLife.

**Example 2:** An employee with one year of full-time service and two weeks of vacation requests leave in 2018 to care for his/her spouse who has a serious health condition.

- This employee is eligible for **12-weeks** of unpaid FMLA and **8 weeks** of NYPFL to care for his/her spouse.
- The employee will receive 100% pay for the first **2 weeks**, however, because his/her vacation time will run concurrently with FMLA and NYPFL. In this case, to avoid overpayment, the NYPFL benefit payable by MetLife for this 2-week period will revert back to MLB. The employee still has up to **6 weeks** of NYPFL available during which time he/she would receive the NYPFL benefit that shall be paid by MetLife. At the end of the NYPFL period, the employee would have **4 weeks** of unpaid FMLA leave remaining.

For questions regarding eligibility for, or coordination of, leave benefits, please contact the Human Resources Department.

#### **j. Anti-Discrimination and Retaliation**

The Company prohibits discrimination and retaliation against employees who exercise or attempt to exercise their rights under the NYPFL and this policy. Employees who have experienced or become aware of conduct in violation of this policy should immediately report such conduct to the Human Resources Department. The Company will investigate the matter and take appropriate remedial action.

## **20. Nursing Mothers**

For up a period of three years following the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. For New York-based employees, MLB has designated Medical Rooms on the 31<sup>st</sup> and 34<sup>th</sup> floors at the 245 Park Avenue office and on the 3<sup>rd</sup> floor at the Chelsea office for these purposes. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Nursing mothers wishing to use the Medical Rooms must request/reserve the room by contacting Human Resources for the 245 Park office or Office Services for the Chelsea and Colorado offices. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work offsite or in other locations will be accommodated with a private area as necessary and should contact Human Resources to make appropriate arrangements.

The duration of a break can vary depending on the personal needs of the nursing mother. Generally, each break shall be at least 20 minutes in length; however, employees may elect to take shorter breaks. Employees may take breaks at least once every three hours to express breast milk.

It is unlawful to discriminate in any way against an employee who chooses to express milk in the workplace.

## MAJOR LEAGUE BASEBALL CODE OF CONDUCT

### 1. Introduction – Statement of Policy

Major League Baseball is committed to compliance with federal, state and local laws and regulations that apply to the operation of its business in the United States and other countries. This reaffirmation of Major League Baseball's established principles and standards may impose requirements that are often more exacting than those mandated by law, but we believe that our conduct must reflect the highest level of integrity, especially in light of our high visibility and outstanding reputation. Accordingly, each of us will be asked to certify, by signing the Acknowledgment and Disclaimer in the Handbook's Form's Section **(Exhibit 2)**, that we received, read and will abide by the Major League Baseball Code of Conduct.

Furthermore, Major League Baseball expects you to recognize and avoid activities and relationships that involve, or might appear to involve, conflicts of interest, as well as behavior that may cause embarrassment to Major League Baseball. A conflict of interest exists whenever even your lawful actions on behalf of Major League Baseball might be affected by financial or other considerations other than the best interests of Major League Baseball. Nothing in this policy shall prohibit behavior concerning terms and conditions of employment that is protected by the National Labor Relations Act.

Specific guidelines concerning the avoidance of conflicts of interest are set forth below and should be strictly observed. Because some may seek to attribute to Major League Baseball actions of its business partners, we expect our business partners to adhere to the same standards in their dealings with us and with others on our behalf. For the purposes of this Code of Conduct, the term "business partners" refers to outside individuals and entities that are doing or seek to do business with Major League Baseball, or that act on Major League Baseball's behalf.

No employee should involve Major League Baseball in any situation in which Major League Baseball could be deemed to have assisted or aided the commission of a crime or violation of law by itself or by others. If any employee has information of suspected criminal or illegal activity by another employee or by a business partner, such information should be reported in accordance with the reporting provisions set forth in this Code of Conduct.

What follows are brief descriptions of (1) issues that we believe require particular sensitivity and (2) procedures for reporting information about violations of this policy or suspected criminal activities.

### 2. Code of Conduct - Compliance Officers

The Code of Conduct Compliance Officers by title include:

- Deputy Commissioner, Baseball Administration & Chief Legal Officer
- General Counsel

- Sr. Vice President, Legal, Business & Club Affairs
- Sr. Vice President and Deputy General Counsel, Labor & Human Resources

### **3. Areas of Particular Sensitivity**

We have identified the following areas that deserve particular note in the context of our business. In doing so, we do not mean to suggest that any wrongdoing has occurred. Rather, we call these areas to your attention so that each of you will be able to recognize and avoid problems in the future. Some of these areas relate to all Major League Baseball employees and others relate only to those who work in certain areas.

#### **a. Honesty & Fairness**

Major League Baseball is engaged in worldwide and varied business relationships with other organizations and individuals, and is the seller and buyer of goods and services. Many of you therefore are called upon in the course of your duties to represent Major League Baseball in dealings with third parties. Regardless of the identity of the individuals or organizations you deal with, you should never make misrepresentations, dishonest statements, or statements that may mislead or misinform in the course of performing your duties or otherwise acting on behalf of Major League Baseball. If it appears that anything you have said or written has been misunderstood, correct it promptly.

#### **b. Gifts, Entertainment and Other Business Hospitality**

##### **Defined Term - Gifts, Business Partners and MLB Affiliates**

"Gift" means something that is bestowed voluntarily and without compensation. "Business Partner" means any Major League Baseball Club or any licensee, sponsor, vendor or other company with whom Major League Baseball conducts business or who is soliciting Major League Baseball for business, or any entity with which a Major League Baseball-related entity has an agency or similar type of agreement. An individual employed by a Business Partner is considered a Business Partner for purposes of this Code of Conduct. "Major League Baseball affiliates" include any persons employed by or under contract to Major League Baseball and any member of the immediate family of such persons.

##### **Defined Term Receipt of Gifts**

Although it is permissible to accept inexpensive token gifts from Business Partners, the receipt of a gift requires prior approval of a Compliance Officer if the gift is from a Business Partner and it is valued in excess of \$500, or if the gift is one of a series of gifts received over the course of one year from a Business Partner that have a cumulative value in excess of \$500.

Gifts do not include being entertained by a Business Partner as long as the cost to the Business Partner in entertaining you is not in excess of \$500 and the cost to

Major League Baseball for your attendance at the entertaining activity is not more than \$500.

For gifts in excess of \$500, advanced approval should be sought from your Department Head. If advanced approval is not possible, you must request approval within seven days of receipt of the gift. If approval is not granted, you should not accept the gift, or you should return it.

If declining or returning a prohibited gift is not practicable, an alternative solution will be arranged by a Compliance Officer. Examples of such solutions are donating the gift to charity, distributing a food basket or similar gift among members of your Department, and holding a lottery for the gift among employees.

If the person offering you a gift urges that you not disclose the gift, you should report those statements promptly, and either decline the gift or turn it over to a Compliance Officer.

Under no circumstances should you solicit a gift, regardless of value.

If you anticipate possibly receiving gifts valued in excess of \$500 (for example, if doing business in certain countries where gift giving is customary), you should review the matter in advance with a Compliance Officer.

### **Gift-Giving**

Although it is permissible to give inexpensive gifts to Business Partners, the delivery of gifts with a value in excess of \$500 is prohibited unless cleared with your Department Head and a Compliance Officer.

This prohibition does not include: (i) entertaining a Business Partner as long as the cost to Major League Baseball to entertain the business partner and for your participation in that activity is not more than \$1,000; or (ii) distributing standard Major League Baseball gift packages to business partners at Major League Baseball events, e.g., the All-Star Game.

If you contemplate giving gifts valued in excess of \$500 (for example, if doing business in certain countries where such gift-giving is customary), you should review the matter in advance with your Department Head and a Compliance Officer.

No one may offer any gifts or gratuities to any federal, state or local government official, unless the gift is given entirely in the context of a personal friendship and could not possibly be considered as part of an attempt to influence official behavior, and does not otherwise create an appearance of impropriety. This does not prohibit you from individually making campaign contributions within the legal limits. (Please refer to MLB's Foreign Corrupt Practices Act policy (Section 16 below) regarding dealings with foreign government officials.)

The Gift Reporting Form can be found as **Exhibit 3** in the Forms Section of this Employee Handbook. This form must be approved by the employee's supervisor and must be acknowledged by the Human Resources Department. Should the

employee and/or supervisor need clarification concerning the appropriateness of giving or receiving a gift, he or she should contact one of the Compliance Officers referenced in the Code of Conduct section of the Employee Handbook.

### **c. Distribution of Major League Baseball Property**

Many Major League Baseball employees receive or have access to products, autographs or other items of value as a result of employment duties and the businesses in which Major League Baseball is involved (including, among other things, the licensing of trademarks, the Major League Baseball Authentication Program, and promotions involving sports and entertainment personalities). Many of these items, though received by employees, are actually the property of Major League Baseball. Among these items are product credits that Major League Baseball licensees provide under agreements with Major League Baseball, game used and autographed items obtained as part of the Major League Baseball Authentication Program, and autographs or other mementos that are obtained by an employee during the time within which he or she is acting within the scope of employment (e.g., when an employee is soliciting a former or current player, manager, coach or other person to sign autographs at or in connection with a Major League Baseball-sponsored or promoted game, event or activity.)

Many of these items of value are given away to charitable entities through our Community Affairs group. Many times it is appropriate that these items be given away to our Business Partners who have, in turn, paid significant monies or provided promotional or other benefits for Major League Baseball. It is important to remember that none of these items is the personal property of the Major League Baseball employee who may have obtained them or has custody of them.

So as to ensure that all of these valuable items are accounted for properly and distributed to the appropriate individuals and entities, your supervisor may require you to keep accurate records of these items. Any of the aforementioned items may be kept or used by a Major League Baseball employee personally, for his or her personal use only with the consent of a Compliance Officer and the Chief Executive responsible for that employee. Also, these items of value may only be distributed with the approval of a Compliance Officer. Any use of Major League Baseball game or event tickets obtained from, or in connection with, your employment with Major League Baseball is subject to the conditions on the backs of such tickets, the approval of the relevant Chief Executive and the terms contained in this Code of Conduct. For other limitations regarding the use (and scalping) of tickets, please see the "Use of Ticket/Scalping" policy in this Handbook.

Under no circumstances should regular employees, special project employees, interns or volunteers solicit promotional items or other materials from Major League Baseball Clubs, Minor League Clubs, and other "Major League Baseball Entities" for personal use or gain. Solicitations that are required for the normal course of business are acceptable provided they are approved by the Department Head or his or her designee.



It is not the intention of this policy to interfere in the legitimate revenue generating businesses of our Business Partners, and the Compliance Officers will ensure that it does not.

#### **d. Exceptions**

Exceptions to the above restrictions on receiving and giving significant gifts may be allowed in special circumstances, and require advance disclosure to and approval by a Compliance Officer. If you are uncertain as to whether something constitutes a gift, someone is a Business Partner or how to determine the value of a gift, please discuss any uncertainty with a Compliance Officer. Major League Baseball recognizes that individuals have personal/professional relationships that should be allowed and fall outside the scope of the Compliance Plan. Compliance Officers may publish their decisions from time to time, removing the identities of those involved in the giving/receiving.

### **4. Conflict of Interest**

You should never engage in an activity that conflicts with the best interests of Major League Baseball, or that gives the appearance of creating a conflict with the best interests of Major League Baseball. The best interests of Major League Baseball are always served by compliance with the law and this statement of policy.

In dealing with individuals and entities that are doing or seek to do business with Major League Baseball, or that act on behalf of Major League Baseball, you are expected to act in a manner that is in the best interests of Major League Baseball. You are expected to select Major League Baseball sponsors, licensees, vendors, suppliers, contractors, consultants, agents and other Business Partners solely on their merits and without regard to non-business-related considerations.

A conflict of interest arises when you engage in outside or personal activities that could influence the decisions that you make for Major League Baseball. For example, if your position requires you to determine which of two apparel companies should get an exclusive Major League Baseball license, the fact that you own stock in one of the companies may, or may appear to, significantly influence your decision. Under such circumstances, it is possible that your personal interest will receive, or be perceived as receiving, a higher priority than the best interests of Major League Baseball. Even if you are acting in the best interests of Major League Baseball, the mere appearance of a conflict or other impropriety can be harmful to Major League Baseball. Persons or entities may not want to deal with Major League Baseball if they question your ability to make impartial business decisions.

If you have any doubt as to whether your situation involves an actual or potential conflict of interest or an appearance of impropriety, consult with a Compliance Officer before proceeding with any action. If you learn after the fact that a conflict exists, or if you previously were or currently are involved in a conflict of interest situation, you should promptly disclose it to a Compliance Officer so that it may be resolved appropriately.



Although it is not possible to provide a list of all conceivable conflicts of interest, the following are examples of conduct or relationships with respect to Major League Baseball Business Partners that should be discussed with a Compliance Officer before any act is taken with respect to such Business Partner:

- Direct or indirect solicitation, receipt or delivery of a bribe, kick-back, gratuity or other payment from or to any Business Partner in consideration of doing business with that Business Partner.
- Direct or indirect solicitation, receipt or delivery from or to any Business Partner of payments, services, gifts (subject to section "Gifts, Entertainment and Other Business Hospitality" above), loans, special discount, or other inducements not generally available to Major League Baseball employees.
- Personal financial involvement or ownership of an interest in a Business Partner (that is not disclosed and approved in accordance with "Business Development Opportunities" section of this Policy Statement).
- Providing independent consulting, employment or other personal services to, or personally investing with, any Business Partner, or any player, agent, Club employee, umpire, or any individual who owns, operates or is an executive employed by a Major League Baseball Club.
- Participating in a business or investment opportunity made available to you by virtue of your position at Major League Baseball and not generally available to the public (e.g., accepting the opportunity to purchase shares on a preferred basis in an initial public offering of a Major League Baseball Business Partner).
- Participating in a business opportunity that competes or conflicts with the interests of Major League Baseball.
- Influencing any Business Partner to employ a member of your family. If a family member is or is about to become so employed, you should advise a Compliance Officer of that fact so that appropriate measures can be taken to avoid a conflict of interest or the appearance of one. Please consult a Compliance Officer if you are uncertain about the definition of "family member," for example, if a situation involves a distant relative.
- Engaging in outside activity of any type which is so substantial as to call into question the employee's ability to devote appropriate time and attention to his or her job responsibilities with Major League Baseball.

Anything that would constitute a conflict of interest on the part of an employee is also unacceptable if engaged in through a third party, such as a spouse, family member, close friend or any other person or entity with whom the employee is closely identified or in which he or she has any significant ownership or financial interest or position.

## 5. Nepotism Policy

The employment of relatives in the same area of the organization may cause real or perceived conflicts of interest, or favoritism, and can adversely impact morale. Major League Baseball reserves the right to take prompt action should an actual or potential conflict of interest arise involving members of an employee's immediate family.

Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired at any level, if employment would:

- create a manager/subordinate relationship with a family member;
- have the potential for creating an adverse impact on work performance; or
- create either an actual conflict of interest or the appearance of a conflict of interest.

If a relative relationship is established between employees after their employment already has commenced and such employees are in a reporting relationship that impacts areas noted above, it is the responsibility of the supervisor involved in the relationship to disclose the existence of the relationship to their Department Head and to Human Resources. (Please refer to the Anti-Harassment policy in this Handbook with respect to the establishment of a romantic/sexual relationship between MLB employees.)

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild and members of the household.

## 6. Business Development Opportunities

Major League Baseball is constantly exploring business development opportunities, including ways to grow its existing businesses and to develop new sources of revenue. You are expected to bring to the attention of Major League Baseball in the first instance business opportunities that you reasonably should know Major League Baseball is or might be interested in pursuing, and to avoid personal involvement in business opportunities that might conflict with Major League Baseball interests. The following are examples of prohibited conflicts:

- Competing with Major League Baseball, directly or indirectly, in the development or implementation of a business opportunity.
- Personal financial involvement in or the provision of consulting, employment or other services to any business program or venture which competes with or potentially competes with Major League Baseball.
- Personal financial involvement in or the provision of consulting, employment or other services to any business program or venture in which Major League Baseball is a participant or is likely to be a participant.

- Using Major League Baseball assets, facilities, services or confidential information for the personal benefit of you or someone else unless the use has been properly approved for general employee use or for a specific purpose.
- Ownership of property affected by Major League Baseball's actions, or acquired as a result of Major League Baseball-related non-public or confidential information.

## **7. Works Made for Hire**

All work product created or contemplated by the employee while providing services to MLB are specifically deemed to be “works made for hire” for MLB within the meaning of the United States Copyright Act, and MLB shall be the legal author, and the sole and exclusive owner, of such work and the copyright and other rights in such work, from the moment of its creation. As a condition of employment, employee waives any rights of authorship which may accrue or have accrued to him or her under any laws of any jurisdiction, including, without limitation, any rights in work product created for, or inspired by his or her work for, MLB, or any derivative thereof. No employee or former employee may utilize work product created in the course of, or inspired by, his or her employment by MLB, or any derivative of such work product, in order to develop business for his or her own personal gain.

- a) All services performed and/or work product created, contemplated or inspired while employed by MLB (regardless of whether created at the request of MLB) and any part or derivative thereof (collectively, the “Services”) shall be works made for hire for MLB within the meaning of the United States Copyright Act, and MLB shall be the sole and exclusive owner of all such Services. MLB shall own all copyright and other rights in the Services and shall have the exclusive right in perpetuity to publish, distribute, transmit, exhibit, duplicate, license, sell, advertise, promote, publicize, record, perform and otherwise exploit the Services and any constituent elements thereof by any and all means, uses and media now known or hereafter created throughout the universe. Employee waives any “moral” or other rights of authorship which may accrue or have accrued to him or her under any laws of any jurisdiction, including, without limitation, any right to publish or withhold publication, to be or not be associated with such Services or to preserve the integrity of such Services or work product. No employee or former employee may utilize any Services for his or her own benefit or the benefit of any individual or entity other than MLB.
- b) If and to the extent that any Services are deemed not works made for hire under the United States Copyright Act, then such Services are deemed to have been assigned and transferred exclusively and irrevocably to MLB outright and forever by employee immediately upon the performance or creation thereof and all present and future right, title and interest in such Services that are not deemed to be works made for hire shall be owned solely and exclusively by MLB. Employee shall execute any document that MLB deems necessary or appropriate to effectuate the grant of rights in the Services to

MLB, and grants MLB a limited power of attorney to execute such documents in employee's name if employee fails to do so.

- c) Employee shall not contest either the validity of MLB's copyrights and other proprietary rights in the Services, or MLB's exclusive ownership of such rights, and employee shall not commit or permit any act or omission to be committed that may impair MLB's copyrights or other proprietary rights in the Services.
- d) Employee shall perform, at MLB's expense, any acts necessary or helpful to assist MLB in registering, establishing, securing, defending, enforcing or otherwise protecting MLB's rights, including, but not limited to, trademark, copyright and patent rights, in the Services. No rights are reserved by employee. MLB shall have the sole right to bring enforcement actions for infringement of any and all rights in the Services, and employee hereby assigns any causes of action that may have accrued or will accrue with respect to the Services.
- e) Any intellectual property, including, but not limited to, patents, copyrights, trademarks, service marks, trade secrets, trade dress and other proprietary rights ("Intellectual Property") owned by MLB or any of its affiliated entities that is used in the Services (collectively, "MLB Property") shall continue to be owned by MLB. All rights in and to Intellectual Property resulting from employee's creation of the Services shall be owned by MLB, and any rights employee may have in such Intellectual Property are hereby irrevocably assigned and transferred to MLB, together with any and all goodwill associated therewith.
- f) Employee acknowledges and agrees that (i) any ideas or proposals presented by employee to MLB, and accepted and utilized by MLB, and all tangible expressions of such ideas or proposals, are and shall be owned by MLB free and clear of any claim or interest of any nature on employee's part or the part of any other person or entity, subject to the rights of third parties (if any) in licensed elements or the like upon which MLB gave prior written approval for such use, and (ii) MLB as the owner of such ideas or proposals, and the tangible expressions of same, shall have the right in MLB's sole discretion, to keep secret or disclose such ideas or proposals, to implement them, or to modify them for future implementation. MLB shall be the exclusive judge of the utility, novelty and value of such ideas or proposals and no further action need be taken by MLB with respect thereto. MLB is under no obligation to render consideration for such ideas or proposals.
- g) Upon MLB's request at any time, employee shall promptly return or destroy, at MLB's direction, any/all Services or any and all MLB Property. Employee shall take every reasonable precaution to safeguard all Services and any and all MLB Property entrusted to him or her.

## 8. Non-Public, Confidential Information

In the course of your association with Major League Baseball, you may become aware of non-public, confidential information about Major League Baseball and its Clubs and players, including former, current and draft-eligible players, business partners such as licensees, sponsors and television networks, and other individuals or entities. "Non-public, confidential information" is generally defined as information obtained by virtue of your position with Major League Baseball that is confidential and/or has not been disseminated to the public at large. "Non-public, confidential information" includes, but is not limited to: trade secrets, financial information concerning Major League Baseball and/or particular Clubs, internal reports, the development of systems, processes and products, internal business-related confidential communications, strategic information, sales and marketing methods, promotional strategies, future business plans, contracts, supplier and vendor information, or other financial information; confidential personal information related to an employee, current or draft-eligible players, or other individuals including medical/health information and personally identifiable information (e.g., Social Security numbers, account numbers), the existence or results of investigations which may be conducted by the Commissioner's Office, any current or impending negotiations involving players, Clubs, or Major League Baseball, computer access codes and passwords, and any non-public business information provided by a third party with the expectation or contractual agreement that the business information will be kept confidential and used solely for the business purpose for which it was conveyed.

You should never disclose non-public, confidential information to anyone outside of Major League Baseball, including members of your family, unless authorized to do so, even after you leave your employment with Major League Baseball. Any inquiries from reporters or other members of the press must be referred immediately to the Public Relations Department to be responded to officially on behalf of Major League Baseball. Any unauthorized disclosure of non-public, confidential information of which an employee becomes aware should be reported immediately.

Special care should be taken to avoid discussions between personnel concerning confidential matters which might be overheard by third parties, particularly in elevators, restaurants, or other public areas, and to protect Major League Baseball information that is stored, processed, or transmitted electronically.

Unauthorized disclosure of non-public, confidential information is a serious matter and could be cause for disciplinary action, up to and including immediate dismissal. MLB also reserves the right to pursue any and all other remedies (economic and non-economic) that are available under the law for violation of this policy.

No Major League Baseball employee may use for personal gain, or the gain of others, non-public, confidential information that may come to him or her from any source connected in any way with Major League Baseball. Examples of such information may include a new contract with a licensee or television network, or a player transaction that is not yet public, or the health of a Club's key players. When in doubt, the information should be presumed to be important, confidential, and non-public. All

employees are required to make every effort to safeguard non-public information, with special attention to information that may affect the securities markets.

Nothing in this or any other MLB policy or agreement should be construed to prevent any employee from responding truthfully to a valid subpoena or from reporting to, communicating or cooperating with, responding to an inquiry from, providing relevant information to or otherwise participating in an investigation conducted by: (i) any federal, state or local governmental or regulatory body or official(s) or self-regulatory organization regarding a possible violation of any state or federal laws or regulations that has occurred, is occurring or is about to occur; or (ii) the Equal Employment Opportunity Commission, the National Labor Relations Board or any other governmental authority with responsibility for the administration of labor or employment laws regarding a possible violation of such laws. Prior authorization of MLB is not required to make any such reports or disclosures and no employee is required to notify the MLB that he/she has made such reports or disclosures.

Furthermore, non-compliance with the disclosure provisions of this or any other MLB policy or agreement shall not subject an employee to criminal or civil liability under any federal or state trade secret law for the disclosure of a Major League Baseball trade secret: (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney in confidence solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided that any complaint or document containing the trade secret is filed under seal; or (iii) to an attorney representing the employee in a lawsuit for retaliation by Major League Baseball for reporting a suspected violation of law or to use the trade secret information in that court proceeding, provided that any document containing the trade secret is filed under seal and the employee does not disclose the trade secret, except pursuant to court order.

## 9. Insider Trading

"Insider trading" is the use of non-public information in connection with the purchase or sale of a publicly traded security. It is against Major League Baseball policy (and the law) for any employee to trade on non-public information obtained as a result of employment with Major League Baseball. It is also illegal to trade on non-public information obtained as a result of your Major League Baseball employment in a way that attempts to hide or mislead others regarding the true identity of the trader.

To avoid concerns about the possibility of insider trading, as well as to ensure the integrity of our decision-making process and to avoid any appearance of impropriety or conflict of interest, Major League Baseball has established the following rule regarding the ownership and trading of the securities of any business partners or companies with which Major League Baseball, any Major League Baseball Club or any person owning any interest in a Major League Baseball Club has a relationship:

**Rule:** Except as set forth below, a Major League Baseball employee may not own any interest, direct or indirect (other than through a blind trust or mutual fund-type



arrangement), in any public or private enterprise or any parent, subsidiary or affiliate of such enterprise, with which Major League Baseball or any Major League Baseball Club or any person owning an interest in a Major League Baseball Club does business, including but not limited to, Major League Baseball sponsors, licensees, marketing partners, and other business partners.

**Exception:** In some instances, our business partners are sufficiently large (i.e., public companies with annual revenues in excess of \$1 billion) that their business activities with Major League Baseball are unlikely to have a material effect on their financial condition. Upon disclosure to a Compliance Officer and a determination that there is no actual or appearance of impropriety, employees will be permitted to own an interest in a business partner(s). However, such ownership may not exceed more than 1% of any class of securities of such company (including common stock, preferred stock, debt instruments, limited partner interests, etc.), and trading in such securities must be at fair market value, in accordance with all applicable securities laws (including with respect to "insider trading"), and on a non-preferential basis relative to other investors. Investments in Major League Baseball's business partner(s) other than those disclosed to and approved by a Compliance Officer under this exception to the above rule is prohibited.

For purposes of the foregoing rule, (1) any reference to "employee" includes members of an employee's immediate family and household, and (2) any reference to "ownership" includes ownership or beneficial interest in the employee's own name or the name of a broker, bank or other nominee or agent over which the employee has control. Any employee whose current ownership in a company is prohibited by reason of the foregoing policy should contact a Compliance Officer to discuss the matter.

There may be other instances in which a Major League Baseball employee's ownership of an interest in a business partner may not, in the judgment of a Compliance Officer, implicate the policies underlying the above restrictions. If an employee wishes to own an interest in a Major League Baseball business partner that is not otherwise in compliance with these provisions, prior approval must be obtained from a Compliance Officer.

## 10. Media Relations

Many issues dealt with on a daily basis by Major League Baseball employees (e.g., players, umpires, broadcasting, licensing, revenues, etc.) are of great interest to the media. All employees should be aware that it is not uncommon for members of the media to contact MLB Office employees in an effort to obtain information for a story about such issues.

Occasionally, articles will appear attributing information to "sources within Major League Baseball." When employees speak to the media about pending issues/events relating to Baseball, Clubs, current or draft-eligible players, and other business-related matters before Major League Baseball intends to announce or is prepared to



comment on a particular issue, these contacts with the media can cause considerable damage to the MLB Office and Clubs.

**It is Major League Baseball's policy that no employee can speak to any member of the media on behalf of MLB without first clearing permission with the appropriate member of the Communications Department.** Additionally, no Baseball employee may submit for publication any book, article, letter to the editor or other written work or commentary on any subject related to Baseball without prior approval, except that nothing in this or any MLB policy is intended to, or shall be interpreted to, infringe upon employees' right to discuss the terms and conditions of their employment to the extent protected by federal law.

It is critical that everyone in Major League Baseball observe this protocol.

## **11. Social Media Policy**

### **a. Definitions:**

Social Media – Any form of online media or use of sites that apply technology to facilitate social interaction, including, but not limited to profiles, commentary, writings, photographs, images, logos, and audio or video files posted on outlets including but not limited to Facebook, Instagram, Twitter, YouTube, Tumblr, LinkedIn, Wikis, blogs, podcasts, message/discussion boards and websites.

Content – All material posted on Social Media, including links to other websites.

MLB Entity – Any entity affiliated with Major League Baseball, including the 30 Major League Clubs, Minor League Clubs, the Office of the Commissioner, MLB Enterprises, MLB Properties, MLB Productions, MLB Advanced Media, MLB Media Holdings, MLB International, MLB Online Services, Major League Baseball Scouting Bureau, and the MLB Network.

### **b. Prohibited Conduct:**

Employees may not at any time engage in the following conduct with respect to the use of Social Media:

1. Displaying or transmitting Content via Social Media in a manner that reasonably could be construed as an official public communication of any MLB Entity or attributed to any MLB Entity (i.e., without expressly stating that the employee is speaking on his or her own behalf and not on behalf of any MLB Entity).
2. Using an MLB Entity's logo, mark, or written, photographic, video or audio property in any way that might indicate an MLB Entity's approval of Content (i.e., without expressly stating that the employee is speaking on his or her own behalf and not on behalf of any MLB Entity), create confusion as to attribution, or jeopardize an MLB Entity's legal rights with respect to a logo or mark.

3. Linking to the website of any MLB Entity on any Social Media outlet in any way that might indicate an MLB Entity's approval of Content (i.e., without expressly stating that the employee is speaking on his or her own behalf and not on behalf of any MLB Entity) or create confusion as to attribution.

***NOTE:*** Only employees who are authorized by the Chief Communications Officer to use Social Media on behalf of an MLB Entity and display Content on Social Media in that capacity are exempt from Sections 1, 2 and 3 of this policy with regard to the use of Social Media in the course of performing their duties.

4. Displaying or transmitting Content that contains trade secrets, confidential or proprietary business information of any MLB Entity or its agents (as defined in the "Non-Public, Confidential Information" section above).
5. Displaying or transmitting Content that reasonably could be construed as condoning the use of any substance prohibited by the Major or Minor League Drug Programs, or the Commissioner's Drug Program.
6. Displaying or transmitting Content that questions the impartiality of or otherwise denigrates a Major or Minor League umpire.  
Displaying or transmitting Content that reasonably could be viewed as discriminatory, bullying and/or harassing based on race, color, ancestry, sex, sexual orientation, gender identity, national origin, age, disability, religion or other categories protected by law and/or which would not be permitted in the workplace, including, but not limited to, Content that could contribute to a hostile work environment (e.g., slurs, obscenities, stereotypes) or reasonably could be viewed as retaliatory.  
Displaying or transmitting Content that threatens or advocates the use of violence against an individual or group of individuals.  
Displaying or transmitting Content that contains obscene or sexually explicit language, images, or acts.
7. Displaying or transmitting Content that violates applicable local, state or federal law or regulations.

Nothing in this Policy prohibits you from discussing the terms and conditions of your employment to the extent protected by federal law or otherwise displaying or transmitting Content that is protected by applicable federal, state or local law.

**c. Reporting:**

Any violation(s) of this policy should be reported to the Human Resources Department.

**d. Enforcement:**

Employees engaging in conduct prohibited by this policy may be subject to disciplinary action up to and including termination.

**12. Workplace Violence Prevention**

**a. Purpose**

It is the policy of Major League Baseball that violence or threats of violence in any form are unacceptable and will not be tolerated. This policy reaffirms Baseball's commitment that all employees should be able to enjoy a work environment free from all forms of violence. In addition, Baseball believes that workplace violence should be prevented to the extent reasonably possible. This policy sets forth Baseball's Workplace Violence Prevention Program.

**b. Coverage**

This policy covers all employees of Baseball. Baseball will not tolerate, condone or allow violence, whether engaged in by employees, supervisors, managers, non-employees (including contract workers or vendors), visitors, or others who conduct business with Baseball. Baseball encourages reporting of all incidents or threats of violence regardless of who the offender may be.

**c. Workplace Violence Defined**

This policy prohibits all acts or threats of violence, physical aggression (e.g., throwing objects, shaking fist), harassment or intimidation in any form, including verbal, written or physical. This policy further prohibits other behavior that suggests a propensity toward violence, including belligerent or threatening speech, excessive swearing, and sabotaging or defacing Major League Baseball property (or threats of same). This policy also prohibits the use of guns and other threatening weapons.

**d. Guns and Other Threatening Weapons**

You must not bring guns or other weapons, even if legally in your possession, into the workplace or work-related settings. This includes any location in which you are performing any service for Major League Baseball, while traveling on Major League Baseball-related business, or while on the premises of a facility, including a stadium or any other venue, owned, operated or being used by Major League Baseball or a Club, or for a Major League Baseball event.

**e. Reporting Complaints**

Any pattern of behavior that seems to or does indicate violence toward another individual must be reported to any member of management, as well as to Human Resources. Any employee who is threatened with violence, observes a threat, or otherwise becomes aware of a threat of violence must report this conduct

promptly. If any employee or other individual is in immediate danger or observes a violent action toward another individual, contact the Vice President of Security immediately or, if appropriate, dial 911 or other emergency services. Any report of an act of violence made to Baseball pursuant to this policy will be kept confidential to the extent consistent with appropriate investigation and resolution or as otherwise required by law.

#### **f. Investigation**

Baseball is committed to the prompt investigation of all allegations of workplace violence or threats thereof. The investigation may include obtaining documentation of the objectionable behavior or other misconduct and the interview of witnesses to the conduct.

#### **g. Complaint Resolution**

Baseball will take prompt corrective action with respect to any employees who engage in violence or threats of violence. Such action may include discipline up to and including termination of employment. The appropriate action will depend upon the particular facts and circumstances of the situation, as determined through the investigation of the complaint.

Although Baseball's ability to control the actions of third parties is limited, it will attempt to make a reasonable response to threats or actions of violence of third parties. The appropriate action will depend upon the particular facts and circumstances of the situation, as determined through the investigation of the complaint.

#### **h. No Retaliation**

Baseball will not permit retaliation against any individual who reports workplace violence. Any employee found to have engaged in retaliation against another individual for reporting violence will be subject to disciplinary action, up to and including termination of employment, for engaging in such retaliatory conduct.

If, however, the investigation results in a finding that an employee knowingly falsely accused another individual of violence or threats of violence or made such accusations in a malicious manner, the accusing employee will be subject to disciplinary action, up to and including termination of employment.

### **13. Domestic Violence, Sexual Assault and Child Abuse Policy**

Major League Baseball takes an absolute stand against domestic violence, sexual assault and child abuse, and recognizes the need to provide assistance and resources to victims and families. In furtherance thereof, Major League Baseball hereby establishes this Domestic Violence, Sexual Assault, and Child Abuse Policy for Non-Playing Personnel ("Policy"). This Policy covers all employees and independent contractors of Major League Clubs at both the Major and Minor League level, with the exception of players who are covered by separate policies. The Policy also covers all

employees and independent contractors of the Office of the Commissioner, MLB Enterprises, MLB Properties, MLB Productions, MLB Advanced Media, MLB Media Holdings, MLB Online Services, Major League Baseball Scouting Bureau, the MLB Network and all other entities operated by Major League Baseball. Individuals covered by this Policy are collectively referred to as “Covered Individuals.”

#### **a. Definitions**

***Domestic violence*** is a pattern of abusive behavior in any intimate relationship that is used by one partner to gain or maintain power and control over another intimate partner. It occurs in heterosexual and same sex relationships and impacts individuals from all economic, educational, cultural, age, gender, racial, and religious demographics. Domestic violence includes, but is not limited to, physical or sexual violence, emotional and/or psychological intimidation, verbal violence, stalking, economic control, harassment, physical intimidation, or injury. Notwithstanding this definition, a single incident of abusive behavior in any intimate relationship, or a single incident of abusive behavior involving a member of a Covered Individual’s family who is domiciled with the Covered Individual, may subject a Covered Individual to discipline under this Policy.

***Sexual assault*** refers to a range of behaviors, including a completed nonconsensual sex act, an attempted nonconsensual sex act, and/or nonconsensual sexual contact. Lack of consent is inferred when a person uses force, harassment, threat of force, threat of adverse personnel or disciplinary action, or other coercion, or when the victim is asleep, incapacitated, unconscious or legally incapable of consent.

***Child abuse*** is any act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation of a child who is under the age of 18 or not an emancipated minor, or any act or failure to act which presents an imminent risk of such harm to such a child.

This Policy covers acts of child abuse, domestic violence and sexual assault (together, “Covered Act”) as defined above.

#### **b. Investigation of Incidents**

##### **Process**

The procedures set forth in this Policy shall be triggered when the Commissioner’s Office learns that a Covered Individual is alleged to have engaged in a Covered Act (“Notification”). In addition to any applicable reporting obligations under federal, state, or local law, Clubs are required to immediately report any and all allegations of Covered Acts to Major League Baseball’s Department of Investigations.

##### **Administrative Leave**

The Commissioner may immediately place a Covered Individual accused of a Covered Act on Administrative Leave, effective as early as the date of the

**Notification.** The Commissioner's Office may defer placing the Covered Individual on Administrative Leave until the Covered Individual is either charged with a crime by law enforcement, or the Commissioner's Office receives credible information corroborating the allegations. The Commissioner's placement of a Covered Individual on Administrative Leave shall not be considered disciplinary under this Policy.

#### **Status on Administrative Leave**

Salary and benefit continuation during any period of Administrative Leave is within the sole discretion of the Commissioner's Office. A Covered Individual on Administrative Leave shall not perform any services for his employer, shall not attend work-related meetings or events, and shall be prohibited from entering any MLB or Club facility for work-related reasons unless approved by the Commissioner.

#### **Evaluation**

The Commissioner may refer a Covered Individual to be evaluated by the Treatment Professional pursuant to Section c. below. The Commissioner may also require a Covered Individual to be evaluated by the Treatment Professional as a condition of deferral of Administrative Leave.

#### **Family Outreach**

Immediately following Notification, the Treatment Professional will refer affected persons to intervention services under the "Treatment and Intervention" section below, including the Club's or the Office of the Commissioner's Employee Assistance Program.

#### **Investigation**

The Commissioner's Office may conduct an investigation of the Covered Individual's alleged conduct. The Covered Individual shall provide reasonable cooperation with the investigation, including but not limited to producing documents and information. The Office of the Commissioner may conduct investigatory interviews of Covered Individuals. Except where circumstances require expeditious handling, the Covered Individual shall receive reasonable advanced notice of any investigatory interview. Where circumstances requiring expeditious handling are present, the Covered Individual shall receive as much advanced notice as possible.

It shall be deemed a failure to cooperate for any Covered Individual (or any individual acting on the Covered Individual's behalf) to directly or indirectly engage in conduct that is aimed at, or has the effect of, intimidating or tampering with an alleged victim or witness, or of discouraging or preventing the cooperation of such person, during an investigation conducted pursuant to the Policy. In addition, it shall be deemed a failure to cooperate under the Policy if a Covered Individual enters into a settlement agreement or other agreement with



an alleged victim or witness that, because of a confidentiality or other non-disclosure provision in that agreement, prevents that person or the Covered Individual from cooperating with an investigation, including the disclosure of documents, testimony, or other information concerning an alleged Covered Act. However, it shall not be deemed a failure to cooperate under the Policy if a victim or witness's decision not to cooperate with a Commissioner's Office investigation is reached of his or her own volition.

A Covered Individual's failure to cooperate as described in this provision shall serve as an independent basis for just cause discipline, separate and apart from any discipline the Covered Individual may receive as a result of committing a Covered Act under the Policy.

### **Timing of Potential Discipline**

Upon the conclusion of the period of Administrative Leave, if any, the Commissioner may return the Covered Individual from Administrative Leave, may impose immediate discipline on the Covered Individual, may defer a disciplinary determination until a later date, or may impose a paid suspension pending resolution of legal proceedings as described in Section c. below.

- **Immediate Discipline.** If the Commissioner elects to discipline the Covered Individual upon the conclusion of the Administrative Leave, the Commissioner's Office shall notify the Covered Individual in writing, by no later than 6 P.M. (ET) on the last day of the Covered Individual's Administrative Leave, of the discipline that the Commissioner is imposing. The discipline shall become effective immediately, and shall be governed by Section c. below.
- **Deferral of Discipline.** Upon the conclusion of the Administrative Leave, the Commissioner may decide to defer discipline of a Covered Individual under the circumstances, including during the pendency of a criminal or civil matter arising out of the conduct, or in order to complete its investigation. The Covered Individual shall be notified in writing, by no later than 6 P.M. of the last day of the Covered Individual's Administrative Leave, of the Commissioner's decision to defer discipline.

## **c. Discipline**

### **Commissioner Discipline**

The Commissioner may discipline a Covered Individual who commits a Covered Act under this Policy. In addition, a Covered Individual's failure to comply with his or her Treatment Plan adopted pursuant to Section d. below may be an independent violation of this Policy. A Covered Individual's failure to fully cooperate with an investigation, as described in "Investigations" section above, shall constitute an independent violation of this Policy. The Commissioner may decide to defer discipline of a Covered Individual under the circumstances, including during the pendency of a criminal or civil matter arising out of the



conduct, or in order to complete its investigation. The decision of the Commissioner to defer discipline shall be without prejudice to the Commissioner's ultimate authority to issue discipline for any Covered Act pursuant to this Policy.

### **Club Discipline**

Initial authority to discipline Covered Individuals for events that include violations of this Policy (including all aspects of the incident from which the alleged violation arose) shall repose with the Commissioner's Office. However, the Commissioner's Office may, in its sole discretion, transfer such authority to the Club under circumstances in which a Club employee or independent contractor is subject to discipline under the Policy, following notice to and consultation with that Club. In addition, if the Commissioner's Office notifies a Club that the Commissioner's Office will not impose discipline, a Club may discipline a Covered Individual who commits a Covered Act, regardless of whether the Commissioner's Office had previously placed the Covered Individual on Administrative Leave pursuant to this policy or conducted an investigation. Nothing contained herein is intended to interfere with the right of a Club to terminate the employment of a Covered Individual who violates this policy.

### **Forms of Discipline**

The discipline imposed by the Commissioner or a Club may include any discipline authorized by the Major League Constitution, Major League Rules, or Uniform Employee Contract ("UEC").

### **Process for Appeal**

In order to file an appeal based on discipline issued under this Policy, the Covered Individual must submit a written request stating the basis for the appeal within one week of being informed of the discipline imposed. The written request must be sent by e-mail to:

Daniel R. Halem  
Chief Legal Officer  
Office of the Commissioner  
245 Park Avenue  
New York, NY 10167  
[dan.halem@mlb.com](mailto:dan.halem@mlb.com)

If requested by the Covered Individual, and granted in the discretion of the Commissioner or his designee, the Covered Individual may be afforded a telephonic hearing to allow the Covered Individual an opportunity to present any evidence or witnesses the Covered Individual believes is relevant to the appeal. The telephone hearing will be informal and non- adversarial. All evidence must be presented by the Covered Individual to the Commissioner's Office within 48 hours of the conclusion of the telephonic hearing. The Commissioner or his

designee will make the determination whether the discipline imposed should be sustained, modified, or rescinded.

All decisions regarding appeals of discipline shall be within the sole discretion of the Commissioner or his designee. A Covered Individual's discipline will be held in abeyance until the Commissioner or his designee renders a decision. The Commissioner or his designee shall render a written decision to the Covered Individual as soon as practicable, and may sustain, modify or rescind the discipline originally imposed. The decision by the Commissioner or his designee shall constitute full, final and complete disposition of the appeal and shall not be appealable in any forum.

#### **d. Treatment and Intervention**

##### **Treatment Professional**

The Treatment Professional shall be appointed by the Commissioner or his designee to supervise treatment and interventions under this Policy. The Treatment Professional shall be responsible for evaluating, and where treatment is appropriate, supervising the treatment of Covered Individuals who have committed or are alleged to have committed Covered Acts. The Treatment Professional may also provide evaluation and treatment to Covered Individuals who voluntarily request the Treatment Professional's assistance.

##### **Referral to Treatment Professional**

A Covered Individual will be referred to the Treatment Professional when the Commissioner's Office receives the Notification referenced in Section B above.

##### **Treatment Plan**

If appropriate under the circumstances, the Treatment Professional shall develop a Treatment Plan for the Covered Individual. Among other things, the Treatment Professional shall identify appropriate health care professionals in the Covered Individual's home city to provide counseling and intervention. The health care professionals treating the Covered Individual must provide the Treatment Professional, at a frequency identified in the Treatment Plan, with regular, standardized written status reports that detail the Covered Individual's progress and compliance with the Treatment Plan.

##### **Treatment Plan Content**

If appropriate under the circumstances, the Treatment Professional shall develop a Treatment Plan for the Covered Individual. Among other things, the Treatment Professional shall identify appropriate health care professionals in the Covered Individual's home city to provide counseling and intervention. The health care professionals treating the Covered Individual must provide the Treatment Professional, at a frequency identified in the Treatment Plan, with

regular, standardized written status reports that detail the Covered Individual's progress and compliance with the Treatment Plan.

- Submission to psychological and other evaluations (including but not limited to those assessing domestic violence, child abuse, sexual assault and drug and/or alcohol testing if separately directed or required under another Minor League Policy) as deemed necessary;
- Attendance at prescribed counseling and other therapeutic sessions;
- Participation in educational training specific to understanding the effects of abuse on victims and their families, including children, and the components of healthy relationships and healthy confrontation;
- Compliance with relevant court orders and/or agreements between the Covered Individual and alleged victim, including but not limited to support;
- Relocation from shared a home temporarily or indefinitely;
- Acceptance of limits on the contact methods, frequency, and subject matter with partner/spouse/children, and designated others;
- Relinquishment of all weapons and agreement not to secure more;
- Compliance with any other reasonable direction designed to promote safety for the partner/spouse, children, Covered Individual, and any other person at risk; or
- Any other relief designed to promote safety and further the objectives of this Policy.

#### **Treatment Plan Non-Compliance**

- The Commissioner may discipline a Covered Individual who commits a Covered Act (whether or not the same person was involved in the initial complaint), including a Covered Individual in a Treatment Plan under this Policy.
- The Commissioner or his designee may also determine, in his sole discretion, that a Covered Individual has not complied with an Initial
- Evaluation or his Treatment Plan. The Commissioner or his designee shall make a determination whether a Covered Individual has failed to cooperate with an Initial Evaluation, or comply with a Treatment Plan, by applying the following criteria:
- A Covered Individual who refuses to submit to an Initial Evaluation, including any follow-up meetings or requested tests will be deemed to have violated his Treatment Plan.
- A Covered Individual who consistently fails to participate in mandatory sessions with his assigned health care professional will be deemed to have failed to comply with his Treatment Plan.

- Absent a compelling justification, a Covered Individual will be presumed to have failed to comply with his Treatment Plan if his assigned health care professional informs the Treatment Professional in a status report that the Covered Individual is not cooperating with the requirements of his Treatment Plan.

### **Treatment Plan Modification**

The Treatment Professional may periodically revise a Covered Individual's Treatment Plan or extend its end date on its own initiative, or on the recommendation of the Covered Individual's assigned health care professionals.

### **Communication**

The Treatment Professional shall make available a general partner/spouse and family information and referral package when a Plan is implemented for a Covered Individual. The Covered Individual's Treatment Plan will not be shared with the partner/spouse absent agreement of the Covered Individual.

### **Return to Activity**

All returns to activity from a suspension for a Covered Individual are subject to a certification of fitness from his assigned health care professional and an agreement by the Covered Individual to adhere going forward to any Plan prescribed by the Treatment Professional.

## **e. Confidentiality**

### **Definition**

All information related to, arising from or considered in connection with the evaluation, counseling and treatment of a Covered Individual by the Treatment Professional is confidential, provided that this confidentiality provision excludes information that has previously been made public or is made public by a source other than the Commissioner's Office.

### **Prohibition on Disclosure**

The Commissioner's Office, the Clubs, the Treatment Professional and any third parties who are consulted under this Policy are prohibited from disclosing confidential information that they already possess as defined above, except (i) in connection with or in anticipation of an appeal or potential appeal involving discipline or potential discipline under this Policy; (ii) to inform the Covered Individual's Club of the Covered Individual's treatment under the Policy; (iii) where necessary to effectively administer a Covered Individual's treatment under the Policy; (iv) in response to statements made by a Covered Individual or his or her representative challenging Administrative Leave or discipline, or denying the alleged conduct; or (v) where disclosure is required by law, including court order, and is not subject to any claim of privilege.

**f. Training, Education and Community Outreach**

The Office of the Commissioner shall establish a Domestic Violence, Sexual Assault and Child Abuse Prevention and Response Team (“DVPRT”) that shall determine appropriate education and training programs for Covered Individuals and their families. All aspects of the training and education program, including the frequency and content of training and the selection of the training staff, shall be determined by the DVPRT. To the extent necessary and practicable, all training and education shall be presented in English and Spanish.

**g. Resources for Covered Individuals and Their Families**

**Confidential Assistance Program**

The Commissioner’s Office shall offer support services to Covered Individuals and their families on a confidential basis through its Employee Assistance Program.

**Family Resources**

The Commissioner’s Office shall develop a plan for the publication of referral information, websites, and resources (including hotlines, shelters and outreach facilities) for Covered Individuals and spouses, partners and families of Covered Individuals.

**h. Conformity with Law**

The Office of the Commissioner will implement and enforce this Policy in a manner consistent with federal, state and local laws, and, where necessary, modify the Policy in certain jurisdictions to conform to local law.

**14. Accurate and Complete Records**

Accurate records play a vital role in assuring the maintenance of high ethical standards. Accordingly, all Major League Baseball transactions must be recorded accurately, completely and in a timely manner. Never make false or artificial entries in any Major League Baseball records. Never understate or overstate reports of sales or expenses, or alter any documents used to support those reports. All assets and liabilities must be recorded in the regular books of account.

**15. Compliance with Antitrust Laws**

The business of baseball is exempt from the antitrust laws. This longstanding exemption is one that Major League Baseball believes strongly benefits the sport and its fans. Notwithstanding the exemption, and consistent with Major League Baseball's image and competitive position, Major League Baseball employees should always keep in mind that the best business practices are always fair, honest and prudent business practices. Our Business Partners and competitors do not share our

antitrust exemption, and Major League Baseball's antitrust exemption might not be recognized in all foreign countries. For these reasons, employees of Major League Baseball should have some understanding of the antitrust laws.

The antitrust laws are complex but they are, in effect, the traffic laws of business conduct. Just as a red light indicates the need for a complete stop, so too do certain antitrust laws create complete prohibitions of certain conduct. For example, competitors cannot agree on prices or price levels; nor can they allocate customers, suppliers or territories. To the extent that you have occasion to speak with any actual or potential competitors of Major League Baseball (such as sports leagues, other providers of television events, other providers of cultural or entertainment events, or other licensors of trademarks for apparel and other items), avoid any discussion of prices, royalties, minimum guarantees or other competitively sensitive information. If a competitor attempts to raise such a subject, you should object and refuse to participate. If the discussion continues, you must remove yourself from the conversation. Other conduct may fall within a "yellow light" for antitrust purposes - suggesting that caution is necessary, but you may be able to proceed. For example, establishing exclusive licensing arrangements (i.e., licensee will not license other brands), reducing the number of licensees, imposing a minimum royalty per unit, and limiting distribution outlets can improve Major League Baseball's competitive position and benefit competition. But competition has winners and losers, and the losing companies may claim that Major League Baseball or its partners competed unfairly. Before you undertake programs that you believe may cause a competitor, licensee or downstream customer to object, contact the Legal Department to discuss the legal implications of the transaction.

Finally, the competition laws in foreign countries can vary significantly from United States antitrust law and the foreign countries may not recognize the antitrust exemption. Please contact the Legal Department to discuss any foreign transactions that you believe may raise competition issues.

## 16. Anti-Bribery Compliance Policy

Major League Baseball is committed to maintaining the highest ethical standards and has zero tolerance for bribery or any other form of corruption. It is MLB's policy to comply fully with the U.S. Foreign Corrupt Practices Act ("FCPA") and applicable federal, state and local statutes and regulations relating to interactions with foreign and domestic officials. The purpose of the following summary is to provide a brief description of the Anti-Bribery Compliance Program. Please refer to the official Program document - which is posted on the HR Portal at [inside.mlb.com](http://inside.mlb.com) - for the complete terms and a full description of your obligations under the Program. **If you have questions or concerns about this policy, please seek clarification from Jorge Perez ([jorge.perez@mlb.com](mailto:jorge.perez@mlb.com)) / (212) 931-7491) or Christopher Ramos ([christopher.ramos@mlb.com](mailto:christopher.ramos@mlb.com)) / (212) 931-7995), who are the Policy's "Compliance Officers".**

Any employee who becomes aware of a suspected past or potential future violation of the FCPA, other related U.S. federal, state or local law, this policy, or any other

applicable policy or regulation, must report such information to the Compliance Officer immediately.

### **U.S. and International Law Prohibit Bribery**

The FCPA makes it a crime to offer or give a corrupt payment to a foreign official for the purpose of retaining or obtaining a business advantage. A payment is corrupt (*i.e.*, a bribe) if it is given with the intent to wrongfully induce or influence a foreign official to misuse his or her position to help the person or entity paying the bribe obtain or retain business. Bribes are not limited to money alone, but can be **anything of value**, including but not limited to gifts, travel expenses, or baseball tickets. Foreign officials include government officials at any level, employees at state-owned or -operated businesses, and others. FCPA violations can result in significant fines, jail time, and other serious consequences.

Federal, state and local laws have similar prohibitions on giving, receiving, and soliciting corrupt payments. For example, the U.S federal bribery statute makes it a crime for something of value to be corruptly given, offered, or promised to a public official or corruptly demanded, accepted, or agreed to be accepted by a public official, with intent to influence any official act or in return for being influenced in the performance of any official act. Further, laws in other countries, including the United Kingdom, and the People's Republic of China, also contain detailed prohibitions regarding bribery. It is MLB policy to abide strictly by all of these laws and regulations. Further information is available in the complete Policy.

### **MLB Compliance Prohibitions and Requirements**

- MLB employees may not offer or give **money, gifts, or anything of value** (no matter how small the value) to a foreign or domestic government official without obtaining prior approval from the FCPA Compliance Officer.
- MLB employees may not make **political contributions** on MLB's behalf to a foreign political party or official, or a foreign political candidate. This prohibition does not extend to MLB employees' personal political contributions.
- MLB employees may not make **charitable donations** on MLB's behalf for the benefit of a foreign official without first obtaining approval from the FCPA Compliance Officer. MLB employees must obtain receipts and confirmation of use from the charitable organization. This prohibition does not extend to MLB employees' personal charitable contributions.
- MLB employees may not offer or give **financial scholarships** or payments on MLB's behalf for educational benefits to any foreign or domestic official without first obtaining approval from the FCPA Compliance Officer.
- MLB employees must attend **anti-corruption training** at least once every three years. Certain employees, including employees involved in government-facing special events, and persons responsible for selection and hiring of



agents, consultants, and third-party representatives, among others, may receive specialized training more often.

### Permissible Expenditures

- Under certain circumstances, MLB employees may provide foreign officials with reimbursement or payment for **reasonable business expenditures**. Prior approval from the FCPA Compliance Officer must be obtained and the expenditure must be directly related to an MLB business purpose.
- Permissible **gifts** to a foreign official are limited to \$50 in value annually, subject to prior written approval by the Compliance Officer (and in no event greater than \$100 per gift, or an aggregate of \$250 annually) and must comply with foreign and domestic law. Gifts:
  - a. Must be provided only as a courtesy or token of regard or esteem, or in proportionate return for hospitality, and not in return for a business advantage;
  - b. Must be directly related to an MLB business purpose;
  - c. Must be of “nominal” value, as judged in the context of the type of transaction involved, local custom, and local business practices;
  - d. May not be in the form of cash or cash equivalents (*e.g.*, a money order);
  - e. ***Must be allowed under the local laws of the foreign country and the regulations and guidelines of the foreign official's employer;***
  - f. If possible, should be for official use, as opposed to the individual or personal use of the foreign official to whom it is given;
  - g. Must showcase, relate to or promote MLB products and services, and generally should bear MLB's logo or the logo of an MLB Club; and
- **Meals and entertainment expenses**, for example meals paid for by MLB that include government officials, may be permissible if related to a legitimate business purpose may under certain circumstances be permissible, pre-approved by the Compliance Officer is required, and are:
  - a. Directly related to an MLB business purpose;
  - b. In good taste, reasonable under the circumstances, of modest value and not creating an appearance of impropriety;
  - c. Permissible under the local laws of the foreign country and the policies of the foreign official's employer; and
  - d. Commensurate with local custom or practice.
  - e. **Whenever baseball tickets are provided to a government official, the gift must meet the requirements of this section, and prior approval is required from the Compliance Officer.**

- Expenditures related to foreign officials' **travel expenses**, including transportation, lodging, and meals, must be pre-approved by the Compliance Officer and must meet the following requirements:
  - a. The expenditure must be directly related to an MLB business purpose, must be reasonable under the circumstances and not create an appearance of impropriety;
  - b. For expenditures related to a foreign official's transportation, lodging, meals and other related travel expenses, a detailed itinerary must be reviewed and approved in advance by the Compliance Officer.
  - c. The expenditure must be permissible under the local laws of the foreign official's country and the policies of the foreign official's employer;
  - d. Travel, lodging, meals and other similar expenses for a foreign official's spouse, children, other family members or travel companions that are not directly related to a legitimate MLB business purpose cannot be paid or reimbursed by MLB; and
  - e. Lodging paid by MLB for the benefit of a foreign official may cover only expenses actually incurred during the period of travel directly related to an MLB business purpose and, whenever possible, should be limited to business hotels.
- The guidelines for foreign officials described above are also the minimum requirements for the provision of any such expenses for **domestic officials**. Prior approval must be sought from the Compliance Officer before travel expenses are paid for domestic officials.
- MLB maintains **detailed records** of all expenditures for gifts, meals, or entertainment expenses for foreign or domestic officials. When an MLB employee seeks reimbursement for such expenditures, the employee must include in the expense report (a) who attended, (b) who the employee paid for, including names of any government officials, and (c) whether the employee or the government official paid for their own expense. The employee also must certify that pre-approval was obtained from the Compliance Officer.

### **Approval Procedure**

- All requests seeking permission to make a payment to or for the benefit of a foreign or domestic government official with money, gifts, or anything of value must be submitted via a completed **Foreign/Domestic Official Payment Request Form** to the Compliance Officer, a copy of which may be found on the Concur home page.
- All payments to, or expenses for the benefit of, a foreign or domestic government official must be recorded in Concur and include (a) the name and title of the party to whom the payment is made, (b) the purpose of the payment, (c) a statement of whether the party is a foreign or domestic government official, and (d) some proof of payment (e.g., a receipt).

### Hiring of Agents

MLB has established special rules and procedures for retaining and monitoring the work of agents and consultants. In this context, an “agent or consultant” means any agent or consultant who will, or is likely to, conduct, obtain, or retain MLB business or assist MLB in conducting, obtaining, or retaining business with (1) a foreign customer to or through which MLB sells or distributes its products or services, (2) a foreign supplier, distributor or other foreign counterparty from or through which MLB purchases goods or services, or (3) a foreign or domestic government or any person or entity owned or controlled by a foreign government. Please consult the Compliance Officer to confirm your due diligence and proposed contract language meet policy requirements.

### Duty to Report/No Retaliation

- Any MLB employee who is solicited by a foreign or domestic government official for money, gifts, or anything of value, and any MLB employee who has knowledge of or a good faith belief that there has been or will be a violation of the Policy, the FCPA, or other applicable law must *immediately report the circumstance to either the Compliance Officer or via an anonymous hotline at 1-888-RPT-2MLB.*
- No employee who in good faith reports a violation the Policy, the FCPA or other applicable law shall suffer harassment, retaliation or adverse employment consequence for making such a report. Any MLB employee who retaliates against an employee who has made a good faith report under this policy is subject to discipline up to and including immediate termination of employment.
- **The failure to abide by and/or report a violation of the Policy, the FCPA or other applicable law is considered a violation of MLB policy and will result in disciplinary action being taken, up to and including termination.**

## 17. Whistleblower Policy

A whistleblower as defined by this policy is an employee of Major League Baseball who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include but are not limited to violations of federal, state or local laws, rules and regulations (including but not limited to federal securities laws, rules and regulations or those of any self-regulatory organization); billing for services not performed or for goods not delivered; other fraudulent financial reporting; theft or embezzlement; or misuse of Major League Baseball assets. If an employee has knowledge of or a concern of illegal or dishonest fraudulent

activity, the employee is to contact his/her immediate supervisor or Human Resources.

Whistleblower protections are provided in two important areas - confidentiality and against retaliation. Insofar as practical and consistent with adequate investigation, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and/or to enable the accused individuals to provide an adequate defense or explanation. Major League Baseball also will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases or poor work assignments. It also includes protection against harassment, threats or other discrimination based on making a report or participating in an investigation pursuant to this policy. Any whistleblower who believes he/she is being retaliated against must contact the SVP of Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. Moreover, employees must exercise sound judgment to avoid baseless allegations. An employee who files a knowingly false report of wrongdoing will be subject to discipline up to and including termination.

All reports of illegal and dishonest activities will be promptly submitted to the SVP of Human Resources who is responsible for investigating and coordinating corrective action. Employees with any questions regarding this policy should contact the Director of Human Resources.

## **18. Labor and Employee Relations Matters**

Major League Baseball deals with labor organizations such as the Major League Baseball Players Association and the World Umpires Association. Under United States law, it is illegal for Major League Baseball or a Major League Baseball employee to pay to or receive from any labor organization that represents Major League Baseball or Club employees, or any official of such labor organization, any money or other thing of value. In addition, it is the policy of Major League Baseball to comply fully with all applicable anti-discrimination, wage and hour laws and other statutes regulating the employer-employee relationship and the workplace environment.

No Major League Baseball employee may interfere with or retaliate against another employee who seeks to invoke his or her rights under those laws. If you have any questions about the laws governing labor and employee relations, please contact the Labor Relations Department.

## **19. Off-Duty Conduct**

Major League Baseball reserves the right to take action when the off-duty conduct of an employee impacts its business. Employees have no reasonable expectation of privacy with regard to off-duty conduct that has an impact on the legitimate business interests of Baseball. Employees should become familiar with Major League

Baseball's policies regarding restrictions on entertainment, travel, and conflicts of interest.

In general, Major League Baseball will apply its disciplinary policies to the off-duty conduct of employees to the extent that such conduct affects our business interests. However, it is impossible to list all the potential off-duty conduct that may impact Major League Baseball interests. If employees have questions concerning any specific activity, they should speak to their manager or the Human Resources Department, ideally before engaging in such activity. Off-duty conduct that may result in disciplinary action, up to and including termination, includes, but is not limited to:

- Sexual or other harassment of employees, including via phone, e-mail, text message, social media, or other electronic communication;
- Illegal conduct that, in Major League Baseball's sole discretion, has or may have an impact on the legitimate business interests of Major League Baseball;
- Actions while at Major League Baseball sponsored events that would otherwise violate any policy or code of conduct of Baseball;
- Disclosure of confidential information; as outlined in the "Non-Public, Confidential Information" section of the Code of Conduct;
- Inappropriate use of Baseball property, including equipment, credit cards, phone cards, etc. that have been issued for business purposes only;
- Act(s) of domestic violence and;
- Violations of the Drug Policy & Prevention policy as outlined in this Handbook.

Employees may engage in lawful off-duty conduct to the extent such conduct is protected under applicable federal, state or local law and does not adversely impact Major League Baseball's legitimate business interests.

Employees on a leave of absence are subject to the same rules regarding off-duty conduct.

Employees will be requested to cooperate whenever his or her off-duty conduct is reviewed.

If an employee has questions or concerns with regard to the review of off-duty conduct, he or she should immediately contact the Human Resources Department or any officer of Major League Baseball.

## **20. Intellectual Property**

Intellectual property is a term used to describe intangible assets such as copyrights, trademarks, trade secrets and patents. A substantial part of the business of Major League Baseball involves licensing and other uses of Major League Baseball trademarks and copyrights. In addition, many licensees and sponsors of Major League Baseball use their own trademarks and copyrighted designs in conjunction with Major League Baseball trademarks and copyrights. All employees should make every

effort to ensure that the intellectual property rights of Major League Baseball and its licensees, sponsors and others are not infringed.

To copy or reproduce without permission a copyrighted work, or to make unauthorized use of another's trademark, may constitute an infringement of the copyright or the trademark that could subject Major League Baseball to civil liability and, in extreme cases, criminal punishment. No employee should make use of any trademark or copyrighted materials not belonging to Major League Baseball without first determining whether permission has been granted for that use. Questions about the use of trademarks and copyrighted materials should be directed to the Major League Baseball Properties Legal Department.

## **21. Use of Tickets/Scalping**

You should never sell a ticket that you obtained from, or in connection with your employment with, Major League Baseball to any Major League Baseball game or to any other Major League Baseball or Club-sponsored event for a price or other thing of value in excess of the face value of the ticket - a practice commonly known as "scalping" - even if doing so is permitted under state or local law. You should not barter or trade such tickets for personal gain or benefit, and you may not sell them for a price in excess of your cost. In any event, if tickets are provided to you for business use, you may not convert them to personal gain or benefit or to the gain or benefit of family or friends. You should also be aware that some cities and states prohibit any resale of tickets on ballpark grounds or elsewhere in public. To ensure there is no impropriety with respect to the sale or resell of tickets, please check with a lawyer in the Legal Department before selling tickets to any Major League Baseball game, event or activity.

Major League Baseball's policies also prohibit employees from calling Clubs directly to obtain tickets. For ticket administrative process information, consult the Season Tickets section of this Handbook.

## **22. Gambling**

The rules respecting gambling have three primary objectives: maintenance of public trust in Baseball's integrity; protection of Baseball personnel from any improper influence; and the continuation of Baseball's opposition to the extension of legalized gambling to team sports.

Illegal gambling is strictly prohibited. Any employee found to be involved in illegal gambling in any way will be subject to discipline, up to and including immediate dismissal.

Legal gambling on professional baseball is also prohibited. Any employee found to be engaged in such gambling will be subject to discipline, up to and including immediate dismissal.

Employees also may not engage in any form of prohibited gambling by directing anyone else (including family members) to engage in prohibited conduct on his or her behalf.



All employees are prohibited from working for any legalized gambling enterprise while employed by Major League Baseball.

Any Major League Baseball employee whose spouse, child or any other member of their immediate family is employed by a legalized gambling enterprise is required to report that fact (including the nature of the employment and the name of the employer) in writing to Human Resources.

## **23. Fantasy Baseball**

### **Coverage**

This policy applies to all umpires, official scorers, Major League players, Minor League players, owners and non-playing personnel of Major League Clubs, and employees of the Office of the Commissioner of Baseball, MLB Advanced Media LP, the MLB Network LLC, MLB Properties, Inc., MLB Europe, Ltd., MLB Japan Co., Ltd., Major League Baseball Mexico S. de R.L. de C.V., the Baseball Assistance Team and World Baseball Classic, Inc., Major League Baseball ACES, LLC and any other central baseball-related entity (hereinafter, "Covered Individuals").

### **Prohibition**

All Covered Individuals are prohibited from participating in Fantasy Baseball Games in which prize money or other things of value are available to participants, assisting individuals who participate in such games (whether by providing information or otherwise), or arranging for others to participate on a Covered Individual's behalf. A Covered Individual who violates this policy will be subject to discipline as determined by the Commissioner in his sole discretion or in accordance with any applicable collective bargaining agreement. For clarity, Covered Individuals shall not be in violation of the prohibition against participating in Fantasy Baseball Games for money/prizes or assisting others who participate in such games when they: (i) are doing so exclusively within the scope of their employment duties (e.g., hosting or producing programs or segments discussing Fantasy Baseball Games or participating in Fantasy Baseball Games in connection with any employer contractual relationship related to fantasy baseball sponsorship or advertising sales); and/or (ii) are not eligible to receive money/prizes as a result of such activity.

## **24. Outside Work or Business Activity**

Outside activities can interfere with an employee's work for the Major League Baseball and create real or perceived conflicts of interest. As a result, and as stated in the Code of Conduct, certain outside activities are prohibited for Major League Baseball employees and, for those that are permitted, prior approval must be obtained in accordance with the process set forth below.

### **What Is An Outside Activity?**

For purposes of this policy, an outside activity consists of any of the following:



- Providing work or services of any kind for pay for a person or entity other than the Major League Baseball.
- Having an employment or other similar business relationship (such as a consulting or vendor relationship) with any person or entity other than the Major League Baseball, either with or without pay.
- Creating for publication or publicly distributing any external work product (e.g., a book, article, op-ed piece, or blog).
- Investing in, owning, or operating any business (other than investing in or owning less than 1% of any class of securities in a publicly-traded business enterprise).
- Holding any elected, appointed, or volunteer position or board membership.
- Teaching a course or speaking publicly other than for the Major League Baseball.

### **Examples Of Prohibited Outside Activities**

The following outside activities are prohibited:

- Providing work or services of any kind (including consulting), either with or without pay, outside of Major League Baseball, for any Major League Baseball business partner, player, agent, team executive, game official, or any entity or individual who owns, operates, or is employed by a Major or Minor League Baseball team.
- Speaking at an event for pay or honoraria must be approved by the manager, department head and Chief Communications Officer. must report any offered honorarium payment to his/her department head. Any honorarium payment received that exceeds the employee's actual travel and meal expenses incurred while providing services must be donated to a charity such as the Baseball Assistance Team, the Baseball Tomorrow Fund or another charity of choice. Employees should contact the Finance Department for assistance with the charitable disposition of honorarium payments.
- Serving on a board of directors, other governing committee of, or in any executive capacity for a for-profit business.

### **Examples Of Permissible Outside Activities Subject To Approval**

An employee may be permitted to participate in certain outside work or business-related activities, provided that he or she obtains prior approval as set forth below:

- Providing services for pay, whether as an employee, consultant, independent contractor, freelancer, or otherwise.
- Teaching a course at an educational institution.
- Serving on a board of directors of a non-profit entity.

- Creating for publication or publicly distributing an external work product (e.g., a book, article, op-ed piece, or blog).
- Creating or running a website or social media site.
- Having a passive investment or ownership interest in a business or entity unrelated to Major League Baseball.
- If approved, the employee cannot subsequently direct any Major League Baseball business to, or place any Major League Baseball business with, such business.
- Employees also are prohibited from directing any Major League Baseball business to, or placing any Major League Baseball business with, any person or entity in which an employee's family member has an association or financial interest.

### **Examples Of Permissible Outside Activities Exempt From Approval**

Employees do not need prior approval for the following activities provided that the activity in the aggregate does not require more than 10 hours per week and does not involve an entity or organization with a relationship with Major League Baseball:

- Providing unpaid, volunteer work or services to a charitable, non-profit, political, or governmental organization.
- Serving as a member of the board or organizing body for their place of residence (e.g., condominium or cooperative) or worship, any school attended by the employee or their children (e.g., PTA), or any extracurricular sport or activity in which their children participate.
- Accepting an invitation to speak (including to serve as a panelist) at an industry or professional conference, however:
  - All speaking engagements must be approved in advance by the employee's Department Head and Chief Communications Officer in Major League Baseball's Communications Department.
  - If an employee is offered compensation or honoraria for speaking at an event, he or she must report any offered honorarium payment to his/her department head. Any honorarium payment received that exceeds the employee's actual travel and meal expenses incurred while providing services must be donated to a charity such as the Baseball Assistance Team, the Baseball Tomorrow Fund or another charity of choice. Employees should contact the Finance Department for assistance with the charitable disposition of honorarium payments.
    - If an employee is offered reimbursement for travel expenses associated with the speaking engagement, such expenses must be reasonable, customary, and not excessive.
- Coaching a youth sports team of which the employee's child or other relative is a member.

- Working on an unpaid basis at a business owned by a friend or family member.
- Owning less than 1% of any class of securities in a publicly-traded business enterprise also does not require approval.

### **Approval Process**

The employee first must complete the Outside Work or Business-Related Activity Approval Form (see Exhibit 8 in the handbook) and submit it to his or her manager for approval.

In reviewing an employee's request, the manager will consider, among other things:

- The time that the employee will spend on the outside activity (including whether the activity may conflict with the employee's Major League Baseball hours or work assignments);
- Whether the employee may need to travel in connection with the activity; and
- Whether the activity may adversely affect the employee's performance of his or her job duties at the Major League Baseball (including a review of the employee's current performance level).

If the employee's manager approves the request, the manager should sign the form and then consult with the employee's Department Head. If the Department Head also approves the request, the Department Head should sign the form.

Next, the employee must submit the signed form to the Communications and Human Resources departments) for review. The Compliance Group will consider the factors set forth above, as well as whether the outside work or activity creates an actual or perceived conflict of interest.

Approval of the employee's request may be made subject to certain conditions, such as limiting the amount of time that the employee can spend on the outside work or activity.

If the Communications and Human Resources departments do not approve the outside activity, the employee cannot engage in it. Failing to comply with this outcome will subject the employee to disciplinary action, up to and including termination of employment.

### **Additional Requirements**

Employees must resubmit requests when changing positions to a different Department or when rehired after departing Major League Baseball.

If an employee's outside activity has been approved, the employee may not use Major League Baseball resources such as:

- IT resources (i.e., computer and telephone systems);
- Services (i.e., mail room, FedEx, and car services); or
- Office supplies.

In addition, the outside activity must take place outside of time that the employee is required to spend conducting Major League Baseball business or performing Major League Baseball duties or responsibilities.

Employees are required to notify the Communications and Human Resources departments of any activity that can adversely impact the business and professional interests of MLB (whether or not it is required to be approved under this policy).

## **25. Speaking on Panels, Awards and Honorarium Payments to MLB Employees**

Major League Baseball employees may be requested by an outside business partner or other organization, sponsor, or vendor to attend a conference and/or serve as a guest speaker (either individually or on a panel) at an event because of the nature of the employee's work for Major League Baseball. The following expectations and processes will ensure that: (i) the public messaging of MLB is consistent; (ii) the proper subject matter experts are selected to represent MLB on particular topics; (iii) the Public Relations department has the opportunity to prepare any employees selected to speak on behalf of MLB; and (iv) MLB resources are utilized judiciously and in a manner consistent with organizational missions and goals. Accordingly, please be mindful of the following important requirements:

- Any requests for an employee to provide guest speaking services at an event because of the nature of the employee's work for MLB – or to speak to a member of the media about MLB business – must be cleared in advance by the individual's department head, the individual's Chief, and the Chief Communications Officer.
- Requests to attend a conference, without a speaking role, require advance approval by the individual's department head.
- If an organization asks MLB to purchase a table related to a conference or award event, the purchase must be approved in advance by the Chief Communications Officer.
- If an employee is approved to be a guest speaker on behalf of, or by virtue of his/her position with, MLB, he/she must report any offered honorarium payment to his/her department head. Any honorarium payment received that exceeds the employee's actual travel and meal expenses incurred while providing services must be donated to a charity such as the Baseball Assistance Team, the Baseball Tomorrow Fund or another charity of choice. Employees should contact the Finance Department for assistance with the charitable disposition of honorarium payments.
- The recipient should be advised to carefully read the section pertaining to the Internal Revenue Service requirements concerning miscellaneous income.

If an employee has questions or concerns with regard to this policy, he/she should contact the Human Resources Department.

## 26. Charitable Donations Policy

Major League Baseball is honored and proud to support ongoing community outreach efforts that enrich the communities where our fans work, live and play. It is our mission to grow and develop qualified organizations that provide services that improve the future of our youth. While we try to accommodate as many requests as possible, due to the high volume we receive, we cannot fulfill every one. All requests must meet the criteria set forth below.

- All requests must be submitted for approval to the Chief Communications Officer
- All requests should be sent at least 45 days in advance of event date
- All requests must come from a registered 501(c)(3) charitable organization
- Include IRS Tax ID Number
- Requestors can only submit one request per calendar year
- Donation requests must be included on official letterhead with the following information (No telephone, fax, or email requests will be accepted):
  - Name of organization (as stated on IRS 501(c)(3) letter)
  - Event date, time, and location
  - Event description including organization who benefits
  - Description of donation (i.e. purchase of ad in an event journal, purchase of a table at an event, participation in a golf tournament)
  - Contact name, phone number, and email
  - Publication deadline/item needed by date
  - Any additional information on event/organization

In an effort to reduce spending and streamline all donations from Major League Baseball, Major League Baseball Advance Media, and Major League Baseball Network, all charitable donations will be handled by Pat Courtney, Chief Communications Officer.

Employees should consult with a Compliance Officer regarding the solicitation of donations for charitable or civic organizations from Business Partners, or spending or authorizing the spending, of Major League Baseball funds for such purposes, in circumstances where you gain significant personal benefit from such activity.

This policy is not intended to prevent employees from personally supporting charitable organizations as a matter of civic or social responsibility, either financially or through personal service.

## 27. Service on Corporate/Charitable Boards of Directors

Major League Baseball recognizes that employees may be asked to serve on a board of directors of a corporation, charity, or other organization. Major League Baseball respects these commitments and encourages all employees to be involved in civic or

charitable activities of their choice. However, certain procedures should be followed to avoid conflicts of interest or the appearance of impropriety.

- You must obtain advance approval of board service from your Department Head and a Compliance Officer.
- On an annual basis you are required to complete an employee disclosure form regarding Board participation. If you receive payment in respect of your board service and you are a member of the board by virtue of your position with (or as a representative of) Major League Baseball, such money must be donated to a charity. Employees may designate monies to the Baseball Assistance Team (BAT), the Baseball Tomorrow Fund or another charity of their choice. Employees should contact the Finance Department for assistance with the charitable disposition of board payments.
- Board service must not detract from or conflict with your ability fully and faithfully to perform your Major League Baseball duties. You may be requested to document the amount of time spent on your outside commitment to ensure that it does not interfere with your Major League Baseball duties.
- You should not use Major League Baseball personnel or office resources to perform services in connection with outside commitments, unless you obtain advance approval from your Department Head and Major League Baseball is reimbursed a fair amount.
- The organization on whose board an employee wishes to serve must maintain adequate insurance coverage for directors and officers. If the organization does not carry such insurance, you should consult your own agent or broker to determine whether you already have, or should separately purchase, such coverage.

## **28. Code of Conduct Disciplinary Action**

All employees are expected to fully adhere to the Code of Conduct. If a Compliance Officer establishes, after appropriate investigation, that there has been a violation, appropriate discipline may result, up to and including immediate termination of employment. Major League Baseball reserves the right to commence civil proceedings or initiate criminal proceedings if, in its sole discretion, it deems such action appropriate in light of the violation. In considering what discipline or other measures are appropriate, Major League Baseball will take into account employees who voluntarily come forward to provide information regarding their own violations of law or this policy.

## MLB'S DRUG POLICY & PREVENTION PROGRAM

Office of the Commissioner

MAJOR LEAGUE BASEBALL



**TO:** All Major League Club and Major League Baseball Non-Playing Personnel  
**FROM:** Commissioner Robert D. Manfred, Jr.  
**DATE:** March 30, 2018  
**RE:** Major League Baseball's Drug Policy and Prevention Program

This memorandum sets forth Major League Baseball's Drug Policy and Prevention Program ("the Program").

### 1. Employees Covered Under The Program

The Program covers all employees and independent contractors of Major League Clubs at both the Major and Minor League level with the exception of Players and Major League umpires who are covered by separate policies. The Program also covers all employees and independent contractors of the Office of the Commissioner of Baseball, MLB Properties, MLB Advanced Media, MLB Online Services, MLB Network, the Dominican Republic Office, and all other entities operated by Major League Baseball. Individuals covered by this Program are collectively referred to as "Covered Individuals."

Employees in New Jersey should consult Exhibit 6 of the Handbook for further information regarding coverage under the Program.

### 2. Drug Policy Oversight Committee

The Drug Policy Oversight Committee ("DPOC") is responsible for administering and overseeing the Program. DPOC shall be comprised of the Office of the Commissioner's Consultant on Behavioral Health and Addiction (the "Addiction Consultant"), the Office of the Commissioner's Drug Program Medical Representative (the "Medical Representative"), and three other members appointed by the Commissioner. The current members of DPOC are Laurence M. Westreich, M.D., Bryan W. Smith, M.D., Daniel R. Halem, Jonathan D. Coyles, and Lindsey A. Ingraham. DPOC shall be



responsible for: (i) administering the Program's testing requirements; (ii) supervising the collection procedures and testing protocols of the Program; (iii) effectively resolving any appeals of discipline imposed as a result of violations of the Program; (iv) establishing uniform guidelines and requirements of Club Employee Assistance Programs and monitoring the performance of each Club's Employee Assistance Professional ("EAP"); (v) creating individualized Treatment Programs; (vi) overseeing the Therapeutic Use Exemption ("TUE") process of the Program; (vii) reviewing all aspects of the operation of the Program; (viii) developing educational programs and materials supporting the objectives of the Program; and (ix) taking any and all other reasonable actions necessary to ensure the proper and efficient administration of the Program.

### **3. Prohibited Substances Under The Program**

Covered Individuals are prohibited from using, possessing, distributing, or selling (or assisting in the distribution or sale of) any Drug of Abuse, Stimulant, and/or Performance Enhancing Substance (collectively referred to as "Prohibited Substances").

#### **a. Drugs of Abuse.**

Any and all drugs or substances included on Schedules I and II of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule I or Schedule II"), as amended from time to time, shall be considered a Drug of Abuse covered by the Program (excluding those Schedule I and II substances included as Stimulants or Performance Enhancing Substances below). Moreover, any drug or substance that is not included in either Schedule I or II shall be considered a Drug of Abuse if it: (i) is similar in nature to a substance in Schedule I or II; (ii) cannot be taken lawfully without a valid prescription and has the potential for abuse; or (iii) cannot be obtained lawfully or used in the United States. The following is a non-exhaustive list of Drugs of Abuse covered by the Program:

1. Natural Cannabinoids (*e.g.*, THC, Hashish and Marijuana)
2. Synthetic THC and Cannabimimetics (*e.g.*, JWH-018 and JWH-073)
3. Cocaine
4. Opioids and Opiates (*e.g.*, Heroin, Oxycodone, Hydrocodone, Codeine, Morphine, and Fentanyl)
5. Methylenedioxyamphetamine (MDA)
6. Methylenedioxymethamphetamine (MDMA, Ecstasy)
7. "Bath Salts" (*e.g.*, Mephedrone, Cathinone, Synthetic Cathinones, and MDPV)
8. GHB
9. LSD
10. Phencyclidine (PCP)

## **b. Stimulants**

The following substances (including both their D and L isomers where relevant) shall be considered Stimulants under the Program. Notwithstanding the foregoing, DPOC reserves the right to add a Stimulant at any time.

Adrafinil, Amfepramone (Diethylpropion), Amiphenazole, Amphetamine, Amphetaminil, Armodafinil, Benfluorex, Benzphetamine, Benzylpiperazine, Bromantan, Carphedon, Cathine (Norpseudoephedrine), Chlorphentermine, Clobenzorex, Clortermine, Cropropamide, Crotetamide, Dimethylamylamine, Dimethylamphetamine, 1,3-Dimethylbutylamine (DMBA), Ephedrine, Etamivan, Ethlyamphetamine, Etilefrine, Famprofazone, Fenbutrazate, Fencamine, Fencamfamine, Fenethylline, Fenfluramine, Fenproporex, Furfenorex, Heptaminol, Isometheptene, Levmetamphetamine, Lisdexamphetamine, Meclofenoxate, Mefenorex, Mephentermine, Mesocarb, Methamphetamine (Methylamphetamine), Methylephedrine, Methylhexaneamine (Dimethylpentylamine, DMAA), Methylphenidate, Modafinil, N,alpha-Diethylphenylethylamine (N,a-DEPEA), N-3 ethyl-1-phenyl-2-butanamine, Nikethamide, Norfenefrine, Norfenfluramine, Octodrine (DMHA), Octopamine, Oxilofrine (Methylsynephrine), Parahydroxyamphetamine, Pemoline, Pentetrazol, Phendimetrazine, Phenmetrazine, Phenpromethamine, Phentermine, Prenylamine, Prolintane, Propylhexedrine, Selegiline, Sibutramine, Strychnine, Tuaminoheptane, and other substances with a similar chemical structure or similar biologic effect(s).

## **c. Performance Enhancing Substances.**

The following substances shall be considered Performance Enhancing Substances under the Program. Notwithstanding the foregoing, DPOC reserves the right to add a Performance Enhancing Substance at any time.

### **1. Anabolic Agents**

- a. Any and all Anabolic Androgenic Steroids included on Schedule III of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule III"), as amended from time to time, shall be considered a Performance Enhancing Substance covered by the Program. Anabolic Androgenic Steroids that are not included in Schedule III but that may not be lawfully obtained or used in the United States (including "designer steroids" and peptide hormones) shall also be considered Performance Enhancing Substances covered by the Program. The following is a non-exhaustive list of Anabolic Androgenic Steroids that are covered by the Program:

Androstadienedione, Androstenediol, Androstenedione, Androstenediol, Androstenedione, Androst-2-en-17-one (2-Androstene, Delta-2), Androstene, Bolandiol, Bolasterone, Boldenone, Boldione, Calusterone, Clostebol, Danazol, Dehydrochlormethyltestosterone (Turinabol), Dehydroepiandrosterone (DHEA), Desoxymethyltestosterone (DMT, Madol), Dihydrotestosterone, Drostanolone, Epiandrosterone, Epi-

dihydrotestosterone, Epitestosterone, Ethylestrenol, Fluoxymesterone, Formebolone, Furazabol, Gestrinone, 4-Hydroxytestosterone, Mestanolone, Mesterolone, Methandienone, Methandriol, Methasterone (Superdrol), Methenolone, Methyldienolone, Methylnoretestosterone, Methylstenbolone (Ultradrol, M-Sten), Methyltestosterone, Methyltrienolone (Metribolone), Mibolerone, Nandrolone, Norandrostenediol, Norandrostenedione, Norandrosterone, Norbolethone (Genabol), Norclostebol, Norethandrolone, Noretiocholanolone, Oxabolone, Oxandrolone, Oxymesterone, Oxymetholone, Prasterone (DHEA), Prostanolol, Quinbolone, Stanozolol, Stenbolone, Testosterone, Tetrahydrogestrinone, Trenbolone, and other substances with a similar chemical structure or similar biologic effect(s).

- b. Other Anabolic Agents including, but not limited to, Clenbuterol, Selective Androgen Receptor Modulators (SARMs) (*e.g.*, Andarine and Ostarine), Tibolone, Zeranol, and Zilpaterol.

## **2. Peptide Hormones, Growth Factors and Related Substances**

The following substances and other substances with a similar chemical structure or similar biological effect(s) are prohibited:

- a. Growth Hormone (GH) and its releasing factors, including, but not limited to:
  - i. Growth Hormone Releasing Peptides (GHRP) (*e.g.*, Alexamorelin, GHRP-2 (Pralmorelin), GHRP-6, and Hexarelin);
  - ii. Growth Hormone Releasing Hormone (GHRH) and its analogues (*e.g.*, CJC-1295, Sermorelin and Tesamorelin); and
  - iii. Growth Hormone Secretagogues (GHS) (*e.g.*, Ghrelin and Ghrelin Mimetics (*e.g.*, Anamorelin Ibutamoren (MK-0677), and Ipamorelin)
- b. Insulin Like Growth: Factor-1 (IGF-1) including all analogs and isomers of IGF-1 sometimes referred to as Mechano Growth Factors (MGFs);
- c. Human Chorionic Gonadotrophin (hCG), Luteinizing Hormone (LH), and their releasing factors (*e.g.*, Triptorelin);
- d. Peptide and Protein Hormones, including, but not limited to, AOD-9604, Follistatin, Melanotan, and Thymosin Beta 4 (TB-500);
- e. Corticotrophins and their releasing factors (*e.g.*, Corticorelin); and
- f. Erythropoiesis-Stimulating Agents (*e.g.*, Erythropoietin (EPO), Darbepoetin (dEPO), Hematide and Methoxy polyethylene glycol-epoetin beta (CERA));

### **3. Hormone and Metabolic Modulators**

The following substances, and other substances with other substances with a similar chemical structure or similar biological effect(s) are prohibited:

- a. Aromatase Inhibitors including, but not limited to, Anastrozole, Androstatrienedione (ATD), Androstenedione (6-OXO), Aminoglutethimide, Arimistane, Dianastrozole, Exemestane, Formestane, Letrozole, and Testolactone.
- b. Selective Estrogen Receptor Modulators (SERMs), including, but not limited to, Raloxifene, Tamoxifen, and Toremifene.
- c. Other Anti-Estrogens including, but not limited to, Clomiphene, Cyclofenil, and Fulvestrant.
- d. Agents modifying myostatin function(s) including, but not limited to, Myostatin Inhibitors and;
- e. Metabolic modulators, including Peroxisome Proliferator Activated Receptor  $\delta$  (PPAR $\delta$ ) agonists, including GW 1516, GW 0742, activators of the AMP-activated protein kinase (AMPK) (e.g., AICAR), Meldonium (Mildronate), and Trimetazidine.
- f. HIF Stabilizers, including Roxadustate (FG-4592), Molidustat (BAY 85-3934), FG-2216, and BAY 87-2243.

### **4. Prohibition of Syringes**

The use and possession of syringes or any injectable substance (including injection by or of others) by Covered Individuals in any Club facility, Club-provided housing (including academies and hotels), or while traveling with the Club is prohibited under the Program. Bottles, packaging, and package inserts may constitute evidence of the use or possession of injectable substances. Any Covered Individual who is determined to have used or possessed a syringe or any injectable substance for any reason (including, but not limited to, intravenous infusions and the injection of others) without the express approval of a Club physician will be subject to discipline under Section 11 of the Program.

### **5. Nutritional and Dietary Supplements**

Because the nutritional and dietary supplement industry is not subject to stringent government regulation, over-the-counter nutritional and dietary supplements may be mislabeled, or may contain or be contaminated with a Prohibited Substance that is not listed as an ingredient on the label. As a result, a Covered Individual may test positive for a Prohibited Substance as a result of taking a supplement. Such test results will be deemed a positive test result pursuant to Section 8 below even if the Covered Individual claims he or she was not aware that the supplement contained a Prohibited Substance, was mislabeled or was contaminated. The only supplements that can be used without the risk of a positive test result are supplements that have been certified under the NSF Certified for Sport

program. The NSF Certified for Sport program provides a guarantee that the product does not contain any Prohibited Substances. An up-to-date list of NSF Certified for Sport products is available at [www.NSFsport.com](http://www.NSFsport.com) or on the NSF Certified for Sport Smartphone app.

Clubs are permitted to include in the Clubhouse and/or otherwise supply to Players only (i) nutritional or dietary supplements (including functional food products) that have been certified under the NSF Certified for Sport program. In the event a Covered Individual distributes a product to a Player that does not meet this criteria, and ingestion of the product results in a positive test result, the Covered Individual will be subject to discipline in the discretion of the Commissioner pursuant to Section 11 below, and the Covered Individual's Club will be subject to a fine or other penalty imposed by the Commissioner. If a Covered Individual has a question regarding a nutritional supplement or a functional food product, he or she should contact Jon Coyles at the Office of the Commissioner at 212-931-7859 or [jon.coyles@mlb.com](mailto:jon.coyles@mlb.com).

## **6. Random Testing**

### **a. Covered Individuals Subject to Random Testing**

To the extent permitted by law, all full-time and part-time Covered Individuals in the United States will be subject to random drug testing during the 2018 season. Covered Individuals may be subject to up to four unannounced tests per year. Covered Individuals who test positive in a random test will be subject to additional follow-up testing.

### **b. Covered Individuals Subject to a Mandatory Test**

To the extent permitted by law, all full-time and part-time Covered Individuals holding the following Clubhouse positions (or similar positions) in the United States will be subject to at least one unannounced drug test on a randomly selected date during the 2018 season:

Field Manager, Uniformed Coaches, Non-Uniformed Coaches and Instructors, Athletic Trainers, Assistant Athletic Trainers, Mental Skills Coaches, Club Psychologists, Traveling Secretary, Clubhouse Manager, Clubhouse Attendants, Equipment Managers, Strength and Conditioning Coaches, Video Technicians, Translators, Massage Therapists, Chiropractors, Physical Therapists, Nutritionists, Dieticians, and Chefs.

### **c. Collection and Testing Procedures**

In Major League Clubhouses, specimen collections of Covered Individuals will be performed by Comprehensive Drug Testing ("CDT"), the same company that performs collections on Major League Players. In Minor League Clubhouses, and at all other entities operated by Major League Baseball, specimen collections of Covered Individuals will be performed by Drug Free Sport, the same entity that performs collections on Minor League players. Similar collection procedures and

protocols that apply to collections for Players will apply to collections for Covered Individuals.

All specimens collected under the Program will be sent to the UCLA Olympic Laboratory in Los Angeles, CA, a World Anti-Doping Agency accredited laboratory, for testing.

#### **d. Consent Forms**

All Clubs whose Covered Individuals are subject to random testing are required to submit a list of the names of all Covered Individuals at the Major and Minor League level holding the positions (or similar positions) listed in Section 6.B above. Clubs already submit a list of individuals meeting the above criteria as part of the Office of the Commissioner's policy on background checks. Each Club currently has at least one designated individual responsible for submitting this list via the Background Information Gateway System (BIGS). To ensure compliance with this random drug testing policy, it is recommended that each Club's BIGS administrator verifies that its personnel list is up-to-date and accurate before submission.

All Covered Individuals holding the positions (or similar positions) listed in Section 6.B above will receive an electronic Consent and Acknowledgement of Drug Testing form via the BIGS after receipt of the updated personnel list from each Club. All Covered Individuals are required to sign (via electronic signature) and return a completed drug testing form within 10 days of receipt, even if they have signed a hard copy of the form in a previous season. All other Covered Individuals who are selected for random testing will be required to sign a form at the time of the collection.

### **7. Reasonable Cause Testing**

In the event that the Office of the Commissioner has information that gives it reasonable cause to believe that a Covered Individual has engaged in the use, possession, distribution, or sale of a Prohibited Substance, the Covered Individual will be subject to immediate testing.

### **8. Positive Test Results**

Any test conducted under the Program will be considered "positive" if:

1. Any Any Prohibited Substance is detected (certain Prohibited Substances are subject to the test levels set forth in Addendum A);
2. A Covered Individual refuses to take a test, fails to appear for a scheduled test, or attempts to evade a test; or
3. A Covered Individual attempts to substitute, dilute, mask, or adulterate a specimen, attempts to impair the excretion of a Prohibited Substance in a specimen, or attempts to tamper with a test in any way (including, but not limited to, catherization, specimen substitution, and/or adulteration).



## **9. Evaluation and Treatment for Drugs of Abuse**

### **a. Voluntary Self-Referral**

Covered Individuals who voluntarily come forward and admit to using a Drug of Abuse for the first time will not be subject to discipline but shall receive an evaluation from an addiction specialist approved by the Addiction Consultant (Dr. Westreich) within 30 days of notice of the violation. The purpose of the evaluation is to determine the type of Treatment Program that, in the opinion of the addiction specialist, would be most effective for the Covered Individual involved. Following the evaluation, the Addiction Consultant and/or the EAP shall review the treatment recommendations of the addiction specialist and consult with DPOC in order to develop a Treatment Program for the Covered Individual. The Treatment Program may include any or all of the following: counseling, in-patient treatment, outpatient treatment, and follow-up testing. The Covered Individual will be informed of the duration of the Treatment Program, and the steps required to satisfactorily complete it. Failure to adhere to the requirements of a Treatment Program may result in discipline.

### **b. Positive Test Result**

Covered Individuals who test positive for a Drug of Abuse, or are determined to have used or possessed a Drug of Abuse through other evidence, shall receive an evaluation from an addiction specialist approved by the Addiction Consultant (Dr. Westreich) within 30 days of notice of the violation. The purpose of the evaluation is to determine the type of Treatment Program that, in the opinion of the addiction specialist, would be most effective for the Covered Individual involved. Following the evaluation, the Addiction Consultant and/or the EAP shall review the treatment recommendations of the addiction specialist and consult with DPOC in order to develop a Treatment Program for the Covered Individual. The Treatment Program may include any or all of the following: counseling, in-patient treatment, outpatient treatment, and follow-up testing. The Covered Individual will be informed of the duration of the Treatment Program, and the required steps to satisfactorily complete it. Such Covered Individuals also may be subject to discipline under the Program.

## **10. Therapeutic Use Exemption ("TUE")**

### **a. Standard**

Covered Individuals who use or possess a Prohibited Substance for which they have a valid, medically appropriate prescription provided by a duly licensed physician in the United States or Canada may apply to receive a Therapeutic Use Exemption ("TUE") for the Prohibited Substance. To be "medically appropriate," the Covered Individual must have a documented medical need under the standards of care accepted in the United States or Canada for the prescription in the prescribed dosage. The use of a Prohibited Substance to increase



“lownormal” levels of any endogenous hormone will not be considered medically appropriate. A specimen which is found to contain a Prohibited Substance will not be deemed a positive test result if such specimen was provided by a Covered Individual with a TUE for the Prohibited Substance. A Covered Individual with a TUE for a Prohibited Substance also does not violate the Program for possessing or using the specific medication for which the TUE was granted.

## **b. Procedure**

To obtain a TUE, a Covered Individual who is subject to a mandatory test (See Section 6.B above) should complete the form attached as Exhibit 10 hereto and forward a completed copy along with a copy of their prescription to Dr. Bryan Smith before a drug test is conducted under the Program. All other Covered Individuals do not need to apply for a TUE before a drug test is conducted, but should request a TUE from Dr. Smith if they are selected for random testing. Dr. Smith’s contact information is:

Bryan W. Smith, M.D.  
Phone: 336-460-1935  
Fax: 336-882-7127  
E-mail: [Bryan.Smith@mlb.com](mailto:Bryan.Smith@mlb.com)

Dr. Smith may request that additional medical documentation be provided to support a TUE application. All medical information provided to Dr. Smith will be kept strictly confidential and will not be disclosed to anyone other than the members of DPOC. Dr. Smith will notify DPOC and the Covered Individual whether the application for a TUE has been approved. Unless Dr. Smith determines otherwise, the maximum effective period of a TUE is one year. A TUE is not automatically renewed. A Covered Individual must apply for a renewal of the TUE on an annual basis if he or she is still taking the prescribed medication.

## **11. Discipline**

Covered Individuals who violate the Program will be subject to discipline. Conduct for which discipline may be assessed includes, but is not limited to, the following:

1. A positive test result for a Prohibited Substance;
2. The use or possession of a Prohibited Substance based on evidence other than a positive test result;
3. Failure to comply with a Treatment Program;
4. Misuse of a prescription medication;
5. A conviction or guilty plea (including a plea of nolo contendere or a similar plea) to any crime involving the use, possession, distribution, or sale of a Prohibited Substance;
6. Participation in the distribution or sale of a Prohibited Substance;

7. Failure to cooperate fully with an investigation conducted by the Office of the Commissioner's Department of Investigations into the use, possession, distribution or sale of Prohibited Substances by anyone associated with Major League Baseball (including refusing to answer questions or providing untruthful or incomplete information in an investigatory interview);

8. Any attempt (either directly or indirectly) to cover-up a violation of the Program, or interfere with an investigation conducted by the Department of Investigations, through the destruction or concealment of evidence, the creation of fraudulent evidence, the inducement of individuals to lie or refuse to cooperate in an investigation, or the coercion or intimidation of witnesses;

9. Distributing a nutritional or dietary supplement to a Player that has not been certified under the NSF Certified for Sport program, where the ingestion of the supplement results in a positive test result;

10. Use or possession of a syringe or any injectable substance in any Club facility, Club-provided housing (including academies and hotels), or while traveling with the Club.

Any violation of the Program involving a Performance Enhancing Substance, or a violation involving the distribution or sale of a Drug of Abuse or Stimulant, will result in discipline, in the sole discretion of the Commissioner, ranging from a minimum of a 50-day unpaid suspension to permanent expulsion from the game. Violations of the Program involving the use or possession of a syringe or injectable substance will result in a minimum 25-day unpaid suspension. Violations of the Program involving the use or possession of a Drug of Abuse or Stimulant will be assessed by the Commissioner on a case by case basis to determine whether discipline is warranted. In addition to the discipline imposed by the Office of the Commissioner, Covered Individuals may be subject to discipline by their Clubs, including termination of their employment, for the use, possession, distribution or sale of Prohibited Substances.

In the event a Covered Individual distributes a Prohibited Substance to either a Player or another Covered Individual, the Club may be fined in an amount up to \$2,000,000, the highest allowable amount under the Major League Constitution. In addition, the Covered Individual who distributed the substance will be subject to discipline, in the sole discretion of the Commissioner, up to and including a permanent ban from Baseball.

## **12. Appeals Process**

### **a. Basis for Appeal**

A Covered Individual only will be permitted to appeal a positive test result if: (i) the Covered Individual has sufficient reason to believe that the chain-of-custody of his/her urine specimen was not properly administered and that error resulted in the positive test result; (ii) the Covered Individual has sufficient reason to believe that the laboratory did not properly administer the test; (iii) the Covered Individual asserts entitlement to a TUE (pursuant to Section 10 above); or (iv) in

its sole discretion, DPOC determines that the Covered Individual raises exceptional circumstances on the positive test result or violation of the Program.

**b. Process for Appeal**

1. In order to file an appeal based on the foregoing grounds, a Covered Individual must submit a written request stating the basis for the appeal within 48 hours of being informed of the positive test result. The written request must be sent by e- mail to:

Jonathan D. Coyles  
Office of the Commissioner  
245 Park Avenue  
New York, NY 10167  
Phone: 212-931-7859  
E-mail: [Jon.Coyles@mlb.com](mailto:Jon.Coyles@mlb.com)

2. If the appeal is based on an asserted entitlement to a TUE, medical information **should not** be sent with the appeal. The appeal should merely state that the Covered Individual is asserting an entitlement to a TUE. After receipt of the 11 appeal, the Covered Individual will be instructed on how to submit medical information directly to Dr. Bryan Smith.
3. If a Covered Individual requests that their "B" specimen be tested to support an assertion that the laboratory erroneously tested his/her "A" specimen, the Covered Individual will be required to pay for the test before the test is conducted. A check in the amount of \$300 (made payable to Major League Baseball) must be received by the Office of the Commissioner within seven days of the date that the appeal was filed. In the event that the Covered Individual's appeal is granted by DPOC, the Office of the Commissioner will reimburse the Covered Individual for the cost of the "B" specimen test.
4. If requested by the Covered Individual, and in the discretion of DPOC, the Covered Individual will be afforded a telephone hearing to allow him/her an opportunity to present any evidence or witnesses that he/she believes is relevant to the appeal.
5. The telephone hearing conducted by a member of DPOC will be informal and non- adversarial. All evidence must be presented by the Covered Individual to DPOC within 48 hours of the conclusion of the telephone hearing. DPOC will make a determination whether the discipline should be sustained, modified, or rescinded.
6. All decisions regarding appeals of discipline shall be in the sole discretion of DPOC. A Covered Individual's discipline will be held in abeyance until DPOC makes a decision on an appeal. DPOC shall render a written decision to the Club and the Covered Individual as soon as practicable,

and may sustain, modify, or rescind the discipline originally imposed. The decision by DPOC shall constitute full, final and complete disposition of the appeal, and shall not be appealable in any forum.

**13. Confidentiality**

The confidentiality of Covered Individuals' medical conditions, prescriptions and test results will be protected to the maximum extent possible and as required by law. Information submitted to Dr. Smith in support of a TUE will be disclosed only to members of DPOC on an as needed basis and to no other individuals.

**14. Conformity with Law**

The Office of the Commissioner will implement and enforce the Program in a manner consistent with federal, state and local laws, and, where necessary, modify the Program in certain jurisdictions to conform to local law.

**15. Information**

Covered Individuals who have questions about the Program should contact Jonathan D. Coyles or Lindsey A. Ingraham. Issues related to TUEs should be directed to your Club's TUE Coordinator or Dr. Smith.

**ADDENDUM A**

<b><u>Drugs of Abuse</u></b>	<b>Confirmation Test Level (ng/mL)</b>
Cannabinoids	15
Opioids/Opiates/Metabolites	100

**Performance Enhancing Substances and Stimulants**

A test result will be considered positive if any Performance Enhancing Substance, as defined in Section 3.C of the Program, or Stimulant, as defined in Section 3.B of the Program, is present. Notwithstanding the previous sentence, if Nandrolone metabolites are detected in a specimen in an amount less than 2 ng/mL, the test result will not be considered positive.

## FINANCE & EXPENSE PROCESSING POLICIES

The following objective of these policies is to establish standards for the reimbursement of allowable travel, entertainment and other reimbursable expenses incurred by employees. These guidelines cover all employees of MLB and all consultants and agents who submit expense reports on behalf of MLB.

### 1. Expense Reports

#### Allowable Expenses

All expenses that are reimbursable by MLB are governed by what is considered ordinary, necessary and reasonable business expenses by the Internal Revenue Service and MLB management. Expenses submitted for reimbursement are subject to rejection by the Department Head or Accounting. Foreign currency transactions must be converted using Concur's foreign exchange conversion feature, which is updated daily.

#### Responsibility of Preparer

All expense reports must be submitted using the Concur Solutions site, which can be found at [www.concursolutions.com](http://www.concursolutions.com). Successful completion of an expense report for processing includes both approval and submission of receipts via direct upload to Concur. The employee must ensure that the original receipt is included for each single expense item. No expenses greater than \$25 will be reimbursed without a receipt. Original receipts for meals, lodging, airline tickets, rental car contracts, and items costing \$25 or more must be submitted with your expense report. When reporting the details of expenses, you must include the names, titles and company affiliations of people involved and the date, place and purpose of business discussions.

Expenses will be paid on payroll dates, which falls on the 15th of the month (or earlier if the 15th falls on a weekend or a holiday) and the last day of the month. Payments will be made via direct deposit into each employee's bank account. If an employee receives paper checks, their expense reimbursement will be included.

Should you be unable to obtain a receipt, or should you lose a required receipt, you are required to complete an Expense Report Affidavit in place of the missing receipt which must include a full explanation of the expense and the reason for the missing receipt. The Expense Report Affidavit form can be found on the "My Concur" page on the Concur Solutions site. Actual bills/receipts must be submitted whenever possible. Receipts must include the name of the vendor, location, date, and dollar amount. Expenses categorized as "business meals", "other" or "miscellaneous" must be explained.

The following receipts are acceptable:

- Original receipt completed by the vendor
- Customer's copy of charge/credit card receipt
- Charge/credit card billing statement
- IRS-approved electronic ticket receipt

The following receipts are NOT acceptable:

- Restaurant tear tabs
- Photocopies, unless accompanied by a full explanation

Incomplete or improperly prepared expense reports (missing receipts, lack of approvals, or questionable charges) will not be processed until all issues are resolved. Employees may receive partial payments for expense reports submitted with questionable receipts. This will be at the direction of the Accounting Department.

Under no circumstances shall an employee seek reimbursement for expenses in excess of those actually incurred. Falsification of any receipts, expenses or expense reports is prohibited and will result in an employee's termination and possible criminal charges. Non-compliance with these policies and procedures by an employee will be subject to management review and possible disciplinary actions up to and including termination.

### **Responsibility of Approver**

Approving Managers must review each expense report to verify appropriateness of each expense and business purpose. Approving Managers will provide approval authority for each expense report and will be held accountable for approving such expense reports. Each Approving Manager is responsible for ensuring that employees are aware of the provisions of these guidelines and ensuring that the provisions are consistently applied. Specific Approving Managers may at their discretion impose greater control than required by these guidelines, but never less.

### **Expense Report Submission**

Expense reports should be submitted no later than one month after an expense is incurred.

**Major League Baseball reserves the right to reject any expense item more than six months old.** Expense reports six or more months old will be forwarded to the appropriate senior executive for review and approval.

### **Expense Report Approval Process**

Completed reports are automatically routed to your manager for approval through the Concur Solutions site, once they have been audited by the Concur Solutions audit staff. Once approved by your manager, the report is automatically routed to the



Finance Department for review. Reimbursement via direct deposit will generally be made in the payroll cycle following the completed review of the report.

All expense reports are subject to final approval by the Executive Vice President of Finance or Treasurer. Any questions you have on how to properly complete an expense report should be directed to the Finance Department.

## **2. Travel**

### **a. Business Travel**

All business travel must be pre-approved by the appropriate Department Head or senior executive before confirming your flight reservations. Employees are required to obtain approval of the appropriate senior executive before traveling to any of the following meetings and events:

- GM Meetings
- All-Star
- Winter Meetings
- Post-Season
- World Baseball Classic
- Owners Meeting

Live agents from World Travel are available for bookings only to Senior Vice Presidents and above. All other employees will be required to make air, rail, car rental, and hotel reservations directly through Concur Travel (which is the online service used by World Travel) at [www.concursolutions.com](http://www.concursolutions.com). You may reach out to World Travel's live service and after-hours for urgent/last-minute travel arrangements (*e.g.*, changes within 24-hours of departure, assistance with cancelled flights, etc.), to reserve business class for qualifying international travel (per our Travel Policy) by calling 888-839-8449 and selecting prompt "1" or in other special circumstances that are approved by Finance.

World Travel has been advised of the policy and has been directed to act within these policies.

The costs for obtaining visas and obtaining and renewing a passport for business travel are reimbursable.

### **b. Hotels**

Hotel reservations must be made through World Travel at least 7-14 days in advance, except in emergencies. Sheraton is the Official Hotel of Major League Baseball and Marriott Rewards is the Official Hotel Loyalty Program of Major League Baseball. Due to our contractual agreement, a Marriott Rewards property, including Sheraton, Westin, and W Hotel, among others, must be your first choice when making hotel reservations for individual business travel as well unless there are extenuating circumstances (*e.g.*, rate and distance considerations). Hotel stays within 60 miles from an employee's home or office require pre-approval by Department Head.

Employees will be reimbursed for lodging expenses (room + tax) at reasonable, standard room rates. Explanations will be required in Concur if an employee incurs a lodging/hotel expense greater than \$250/night or if preferred hotel is not selected.

Certain incidental expenses will be reimbursed. Reasonable laundry expenses for business trips, hotel health club fees and reasonable tips are allowed as incidental expenses. Normally, laundry expense is not reimbursable for trips under 5 days. Internet access charges are reimbursable if internet is not provided by the hotel.

Non-reimbursable items include charges for personal items such as toiletries, dry cleaning, massages, spa costs, movies, newspapers, mini-bars, snacks and coffee.

The hotel bill should be clearly itemized on each expense report by various expenses. For example, telephone calls, internet charges, room service, the actual room and tax charges, and other miscellaneous expenses should be separated by day and category on the actual hotel bill and the expense report. Charges not itemized in this manner will delay the reimbursement process.

A copy of the hotel bill must always be submitted with your expense report. A credit card receipt/statement alone is not sufficient documentation. Without the original hotel bill, any hotel charges will not be reimbursed.

### **c. Air Travel**

Major League Baseball has relationships with certain carriers for volume-related discounts for flights. Our preferred carriers are detailed on our Concur Travel site. From time to time preferred carriers will change. Based on the travel requirements you enter through the website, Concur Travel Inc. will offer itineraries within two hours (or more if you dictate in the search query) on either side of your requested departure and arrival time. The lowest fare must be booked from among the reasonable options available, and you should exercise good business judgment in making these determinations. If the lower fares do not fit your schedule, utilize the drop-down box to provide the reason. Due to the restrictive policies on refunds or changes, "web fares" should not be purchased for business travel – all air and train travel must be confirmed via World Travel. To travel on a non-preferred carrier, savings must be in excess of \$300.00 for domestic travel and \$2,000.00 for international travel. You will not be required to fly indirect routes, nor will you be required to stay over on a Saturday night to secure a lower fare. Whenever possible, you should not change your flights after being ticketed in order to avoid airline "change fees."

All air and rail tickets will be purchased via the traveler's corporate credit card (or personal card, if a traveler is not a corporate card holder) and expensed when travel concludes. The World Travel itinerary/invoice showing the ticket number and total amount charged to your credit card must be provided via Concur Expense for reimbursement. In the event of approved changes, an additional final itinerary/invoice showing the new ticket number and amount charged to your credit card for the change should be detailed as an additional airline expense. MLB has a BTA credit card account for all business class and first-class air and rail tickets, which will not be charged to or expensed by the traveler. There may be exceptions made via memorandums circulated prior to certain events and postseason.

Except in emergencies, all air travel should be booked through Concur Travel 7-14 days in advance to allow us to take advantage of airline discounts. Travel booked less than 14 days in advance requires approval from the Department Head and Accounting. If an emergency flight is required for same day travel, the employee MUST call World Travel to make reservations. "Change fees" will not be reimbursed except in emergencies and during postseason travel. If you have a status with an airline that allows changes without incurring fees, it is the traveler's responsibility to tell the World Travel agent, so the agent is aware to contact the airline directly to make the change without a "change fee" (airline statuses, since they change annually, do not appear in World Travel's system).

Use good judgement in incurred checked bag fees, taking into account the airline and length of the trip. Absent extraordinary circumstances (e.g. traveling w/ tech equipment lg quantity, lengthy travel schedule) MLB policy is not to reimburse more than one checked bag.

**Domestic Travel (Includes Dominican Republic, Puerto Rico, Canada, Mexico and the Caribbean)**

"Domestic Travel" is defined as a) all travel within the United States mainland, including Puerto Rico, and b) travel from the United States mainland to any of the following foreign countries: Dominican Republic, Canada, Mexico and the countries in the Caribbean.

Employees at or above Sr. Vice President are eligible to travel business class, or first class if business is unavailable, regardless of flight length.

Employees below Sr. Vice President are required to travel coach or economy class on all domestic flights. Such employees, however, are eligible for extra legroom seats on flights of four hours or longer. In general, no flights east of the Mississippi from the New York area are eligible for extra legroom seats. Below is a list of sample cities with flight times of 4 hours or longer departing from the Tri-State Area:

- |                 |                  |                 |
|-----------------|------------------|-----------------|
| • Las Vegas     | • Phoenix        | • San Francisco |
| • Los Angeles   | • Sacramento     | • Seattle       |
| • Oakland       | • Salt Lake City | • Tucson        |
| • Orange County | • San Diego      |                 |

**International Travel (Excludes Dominican Republic, Puerto Rico, Canada, Mexico and the Caribbean)**

All travel from the United States mainland to any foreign country except the Dominican Republic, Puerto Rico, Canada, Mexico and the countries in the Caribbean is defined as "International Travel". All employees required to travel internationally are eligible for business class, or first class if business is not available. This policy includes flights to Panama, Europe and the Far East. Although the Dominican Republic, Puerto Rico, Canada, Mexico and the Caribbean are international destinations, domestic rules apply to flights to these locations.

Exceptions to this policy can only be approved by the appropriate senior executive. If this approval has not been obtained, the employee will be charged for the difference.

#### **d. Rail**

Rail reservations must be booked through World Travel at least 7-14 days in advance, except in emergencies.

Employees at Sr. Vice President and above may travel first/business class. All other employees may travel first/business class on rides in excess of 4 hours duration.

#### **e. Car Service**

The following policies must be observed with respect to the use of car services:

- For business travel in Manhattan, yellow cabs, including Lyft or Uber, as opposed to car services, should be used whenever possible.
- If a car service is used for business travel, the car should be ordered for the time you intend to depart to minimize waiting time. If you are using a service at an airport, outside pick up as opposed to inside pick up can minimize waiting charges and will eliminate parking charges. Executive Vice President or above approval will be required for waiting time in excess of fifteen minutes.
- Only in extraordinary circumstances should a car "wait" for a return trip. Waiting charges for long meetings are prohibitively expensive and can be incurred only with senior executive approval.

#### **f. Car Rental**

Travelers should only rent cars when necessary, when driving is less expensive than other modes of transportation, and use other means of transportation when available. In many cases, airport shuttles, hotel shuttles and taxi service may be a less expensive and a reasonable alternative to renting a car. Typically, if your travel plans involve driving the car 50 miles or less, then alternative means of transportation should prove to be less expensive.

Major League Baseball authorizes mid-size car rentals except in those instances where larger or special purpose cars are required for equipment or larger groups of people. Reservations must be made through World Travel at least 7-14 days in advance, except in emergencies. World Travel will make reservations with a preferred provider (Hertz, National, and Enterprise). When renting a car with National and Enterprise for business in the fifty United States and Puerto Rico, all insurance coverages for collision and liability should be declined. When renting a car with Hertz for business in the 48 contiguous United States, all insurance coverages for collision and liability should be declined. Baseball carries separate coverage for this purpose. Please be sure you rent the car using the company's corporate discount number when used for company business.

In the case of freelancers needing to rent a car for work (which rental must be pre-approved by a Manager), the freelancer should elect insurance coverage, as Major League Baseball's Automobile Liability Insurance does not provide coverage for freelancers, unless renting with National and Enterprise, where the insurance included in MLB's corporate rates will apply.

When renting a car outside the U.S., you must purchase the coverage offered by the local rental company. Baseball's liability and collision coverage will sit atop the local coverage.

Fuel for rental cars should be purchased prior to returning the car and is reimbursable. Fuel service options, whether prepaid or filled upon return, that are purchased through the car rental agency are not reimbursable. Optional cell phones, navigation devices or satellite radios are not reimbursable. Tolls and parking will be reimbursed provided that such expenses have been approved in advance by the manager. Traffic violations issued while traveling for business are not reimbursable.

The detailed rental receipt must be submitted with your expense report for reimbursement. A credit card receipt/statement alone is not sufficient documentation.

#### **g. Use of Your Own Automobile for Major League Baseball Business**

If a regular employee is required to use his or her personal vehicle for business purposes, such as working in multiple locations or performing other Baseball business, the employee will be reimbursed at the rate authorized by the U.S. Internal Revenue Service ("IRS"). Normally, mileage, tolls, and parking will be reimbursed provided that such expenses are in excess of the employee's normal commute to his/her local office and have been approved in advance by the manager. However, if you do expense the total mileage for a trip, you cannot also expense money spent for gas. The Concur Solutions site has the IRS rate pre-loaded and it is routinely updated when necessary. Provide the number of miles used for the calculation of personal car expense on the expense report.

If a regular employee is using a Company provided car, they will be reimbursed for the actual cost of gasoline for their trip(s) and will not be reimbursed using the standard mileage rate.

If you use your own car regularly, you are required to make this disclosure to your personal auto insurance carrier and you are required to maintain a minimum of \$100,000 per occurrence (accident) and \$300,000 aggregate (maximum) liability limits.

Reimbursement for parking may be available for employees who need to work late (after 9:00 PM) in Manhattan, and drive their cars to work rather than take public transportation as they normally would. Normal commuting costs such as mileage and tolls are not reimbursable.

Traffic violations issued while traveling for business are not reimbursable.

Freelancers are not eligible to expense any travel home or parking receipts, unless approved in advance by the Manager.

Employees, who travel to work on a day they are not scheduled for work, may be reimbursed for either the cost of public transportation or the use of their own auto.

#### **h. Lost/Stolen Items During Business Travel**

Lost, stolen or damaged items during business travel will not be reimbursed.

#### **i. Travel Advances**

Employees are required to use a credit card (personal or corporate) for all travel and business expenses. When the use of a credit card is not possible, travel advances may be obtained for travel or other business expenses if there is a genuine business need. Withdrawing cash from corporate credit cards is strictly prohibited.

All requests for travel advances are subject to the following approval procedure:

- a. For all travel advances, you are required to enter your request via the Concur Solutions site.
- b. Please submit the request at least five business days in advance of your trip.
- c. Advances must be accounted for on your expense report.

Employees must submit all related expense reports within 30 days of disbursement. Any excess advance not used must be reimbursed to MLB. In the event authorized travel is cancelled or indefinitely postponed, cash advances must be refunded immediately.

### **3. Meals & Entertainment**

#### **a. Meals During Business Travel**

Meals will be reimbursed for all business travel which requires either an overnight stay or an extended workday offsite. Charges for coffee, snacks, etc. are not reimbursable. If attending a Baseball event, such as the All-Star Game, World Series or other industry meetings where meals (breakfast and lunch) are provided, employees must avail themselves of these meals. Charges for "room service" or other meals at these events will not be reimbursed except in extraordinary circumstances.

Under no circumstances will Major League Baseball reimburse a meal purchase for an employee who is otherwise receiving a per diem. At the discretion of MLB, per diem allowances may be provided to employees traveling on business for several days (e.g. Spring Training) in lieu of expense reimbursement. The amount of per diem is based on US GSA guidelines.



## **b. Business Meals**

Employees purchasing meals while conducting Baseball business must request reimbursement on their expense reports. Charges to Major League Baseball "house accounts" are only to be made for large business meetings. All expense reports for meals (whether eaten in-office or on the road) must indicate for whom the meal was purchased, their business affiliation and what business was conducted during the meal. If proper documentation is not submitted, the expense will not be reimbursed.

All meals should be put on your expense report for reimbursement with the exception of meal orders for large meetings that are arranged through our office services staff.

In all circumstances, the most senior employee attending a meal for which reimbursement will be sought must pay for the meal.

## **c. Entertainment Reimbursement**

Authorized expenses incurred by Major League Baseball employees while engaged in Baseball business will be reimbursed by submitting expense reports and supporting documents. You are expected to incur only expenses that are reasonable and necessary for the conduct of Baseball business at levels and amounts that a prudent, independent business person and the IRS would consider proper. It must be demonstrated that employees actively conduct Major League Baseball business and that the business discussion was the principal reason for the combined entertainment and business time spent together. The highest-level employee present should incur the cost and submit the charges for reimbursement.

## **d. Staff Entertainment Expenses**

With the exception of a legitimate business purpose, Major League Baseball does not reimburse for meals and other entertainment (drinks, golf, etc.) outside the office if the only individuals attending the meal or event are employees of Major League Baseball. In exceptional circumstances, necessitated by business needs and where authorization in advance is impossible, reimbursement for such employee-only meals can be submitted directly to the appropriate Executive Vice President or above. No one below the level of Executive Vice President will have authority to approve such expenses.

# **4. Late Night Expenses**

## **a. Meals**

Individuals who are required to work past 8:00 PM or on holidays/weekends are permitted to seek reimbursement for a reasonable meal expense. Meal prices should be reasonable and for business purposes only. Charges for coffee, snacks, etc. are not reimbursable.



## **b. Car Service**

Any employee who is required to work after 8:00 PM is entitled to be reimbursed for supplementary car fare. Supplementary car fare means taxi expense to and from public transportation terminals (e.g. taxi fare to Penn Station or Port Authority and/or from the local railroad station to home). Where normal transportation is city subway or bus, supplementary carfare usually means a taxi ride all the way home. Any employee working after 9:00 PM is authorized to take a company approved car service to his or her residence. Any exception to this policy should be approved in advance by your Department Head.

## **5. Home Office Expenses**

It is not Major League Baseball's policy to reimburse employees for home office expenses such as home office phones, fax lines or internet access, cable and/or Direct TV services. However, requests to be reimbursed for such expenses may be considered when the items being used are being done so for the exclusive use of Major League Baseball, there is a bona fide business need and the employee receives approval from the appropriate Chief Executive. Requests for reimbursement of these types of expenses will not be honored without proper documentation and approvals. Should the expense(s) be approved, is the responsibility of the employee to find the least expensive contract to fit their needs.

## **6. Miscellaneous**

Major League Baseball does not cover subscriptions whether for physical copy or digital subscriptions for generally available daily newspapers such as USA TODAY, The New York Times, and the Wall Street Journal unless it is direct requirement to perform job functions and is approved by the Department Head.

Subscriptions for common periodicals such as Baseball America, The Sporting News and The Sports Business Journal should be combined and circulated within individual Departments.

General purpose magazines, such as Sports Illustrated and Newsweek, are not covered.

Professional memberships and dues related to and required by the employee's position are reimbursable expenses provided they are approved by the Department Head.

Major League Baseball will not reimburse employees for cakes, gifts, flowers or other items sent to co-workers for their birthdays or other significant events/occasions. While the thought is certainly commendable, it is not an appropriate expenditure of the resources of the office.

## **7. Credit Cards**

Based on the business need, a Major League Baseball authorized credit card may be provided to employees at the discretion of the Executive Vice President of Finance

through an authorized issuer. Examples of business needs for corporate cards include frequent travel and/or business entertaining.

These cards are to be used strictly for business transactions and will be billed directly to you. Each cardholder is responsible for remitting the entire balance to the credit card issuer within 25 days following the statement cut-off. Failure to submit expense reports is not an excuse to avoid making payment to the credit card issuer. Card holding privileges may be revoked by Major League Baseball for any employee delinquent in excess of 60 days in remitting the balance due. Major League Baseball is notified by the credit card issuer of any delinquencies in payment, and this will become part of your permanent record of employment.

Major League Baseball considers abuse of company issued credit cards as a cause for discipline up to and including termination of employment.

Employees are prohibited from withdrawing cash from corporate credit cards.

Major League Baseball will not reimburse employees for late fees, finance charges, over limit fees, unauthorized personal charges, etc.

## TECHNOLOGY & INFORMATION SECURITY

### 1. Introduction

This section provides an overview of Major League Baseball's Technology and Information Security Policies and Standards that apply to all users of Major League Baseball-provided technology and data, including employees, contractors, and interns (collectively, "Users"). **These policies and standards will be periodically updated, and the current version will be maintained on the MLB Portal ([clubhouse.mlb.com](http://clubhouse.mlb.com)). All Users will be bound by the current Technology Policies and Procedures and should always refer to the online version for reference.**

Users who fail to comply with these technology and security policies may be subject to disciplinary action up to and including termination.

For IT related issues, or requests for service related to any Major League Baseball IT system or service, contact the 24 hour Major League Baseball IT Service Desk at extension 7544 (212-931-7544 outside of the Major League Baseball offices), via Service Now at <https://mlbam.service-now.com> or by e-mail at [ServiceDesk@mlb.com](mailto:ServiceDesk@mlb.com).

For Information Security issues or policy questions, contact the Information Security Hotline at extension 7622 (212-931-7622 outside of the Major League Baseball offices), or by e-mail at [information.security@mlb.com](mailto:information.security@mlb.com).

### 2. Company Data

#### a. Restrictions

All Major League Baseball data, including (but not limited to) files, documents, databases, presentations, voice mail and e-mail are the property of Major League Baseball. This includes electronic data as well as physical copies of the same.

Data containing confidential information (as defined in the "Non-Public, Confidential Information" section of this Manual), both electronic and hard-copy, should not be removed from the Major League Baseball offices or shared with anyone outside Major League Baseball unless expressly authorized by a Chief Executive. This includes the transmission or upload of confidential data to third-parties which provide services such as file synchronization, collaboration, and data storage, as well as to a User's personal e-mail account, cloud storage account, or other personal account.

#### b. Document Retention and Availability

Major League Baseball has created a Data Retention policy to govern the handling and deletion of all Major League Baseball data, both physical and electronic. Please

refer to the Data Retention policy (available on the MLB portal, [inside.mlb.com](http://inside.mlb.com)) for information on retention and compliance requirements.

IT will provide the necessary infrastructure to retain electronic documents as per the current Data Retention Policy. Data must be placed in locations specified by IT in order to maintain availability and recoverability. The locations are as follows:

- 1) All Departmental files should be kept in your Department's shared folder, normally referred to as your G: drive.
- 2) All individual files should be kept in your My Documents folder.
- 3) All Major League Baseball-related email must be maintained on MLB email servers and accessed via authorized email clients. Do not use public or third-party email systems or unauthorized applications for MLB correspondence or transmission of business-related information.

Data must be kept inside these specified locations to ensure proper backup and availability. Note that email is automatically deleted from a User's inbox at periodic intervals (currently 10 months), so it is important to review emails that should be retained in accordance with the Data Retention Policy. Subfolders are not subject to auto-deletion and should be used to organize emails to be retained.

Since Major League Baseball IT has to periodically reboot user systems overnight to apply security patches, or conduct maintenance, any data in use should be saved and closed before Users leave the office for the day. Any unsaved work may be lost during this process.

Exceptions: Users who are involved in pending or current litigation and who are notified by or on behalf of MLB counsel must, independent of the Data Retention policy, preserve all relevant information until they are released from the litigation hold.

### 3. System Access and Usage

#### a. Major League Baseball-Provided Technology

Major League Baseball employees will be provided with the necessary technology to adequately perform their job responsibilities and functions at Major League Baseball. Any technology requests outside of Major League Baseball standards can be requested by a User's manager and will require approval by the Information Security Department.

All Major League Baseball provided technology, including (but not limited to) e-mail, voice mail, desktop computers, laptop computers and mobile devices is the property of Major League Baseball. This technology should be used first and foremost for Major League Baseball business purposes. **Users have no expectation of personal privacy with respect to any matter stored in, created, received, accessed through or sent over MLB-provided technology. Major League Baseball may access, monitor, review, use and disclose any and all aspects of MLB-provided technology and all files, documents or other**

**information contained on or accessible through such technology for any reason at any time and without the prior permission of any User.** No User is permitted to access or review the e-mail, voice mail, or other messages or electronic information of another, however, without explicit authorization from the Chief Legal Officer or the Sr. Vice President of Human Resources.

Users who travel extensively, provide around-the-clock support, work remotely to meet business critical needs, or have other valid mobility requirements as defined in the MLB Mobile Device Policy (available on the MLB Portal at [inside.mlb.com](http://inside.mlb.com)) may be eligible to be allocated mobile equipment (i.e. iPhones, iPads, laptop computers, mobile access points, etc.) to support their job duties. Eligible Users will require manager approval and will be required to sign for each device received, acknowledging their responsibilities under the MLB Mobile Device Policy.

MLB currently does not support a Bring Your Own Device (BYOD) policy. The cost of personal devices (including cell phone bills with data plans) are not reimbursable by MLB, and users wishing to connect a personal device to internal MLB assets such as email are required to secure their manager's approval and complete an Information Security Exception form (which can be found on the MLB portal at [inside.mlb.com](http://inside.mlb.com).) In addition, MLB-provided or personal devices will require the installation of MLB's Mobile Device Management software to allow for connection to internal MLB assets.

Users must immediately report any lost or stolen devices used to access MLB data (whether MLB-provided or personal.) Failure to report in a timely manner may impact MLB's ability to ensure the security of associated accounts. Users will be required to complete a police report for stolen MLB equipment. Recurring loss of MLB equipment by a User may result in the User being liable for the cost of replacement.

Users are not permitted to alter or modify their computer or other technology provided to them in any way, including but not limited to with regard to access and security settings. Any alterations to computers should be performed by the MLB Service Desk. Attempting to install non-work-related software on Major League Baseball computers is prohibited. Likewise, attempting to connect any unauthorized devices to the computers, including (but not limited to) USB drives, external hard drives, and personal mobile devices not provided by Major League Baseball is prohibited. Attempting to connect any devices directly into the Major League Baseball network is also prohibited. These devices include (but are not limited to) personal computers, switches, wireless routers, or networking equipment.

Authorized external storage devices (i.e. USB, portable hard-drive) must be encrypted using a suitable method approved by the Information Security Department. Removal or shipment of external storage equipment containing confidential MLB data from MLB facilities or assets requires approval per the MLB Information Security policy.

Users must adequately protect the security of all information technology equipment and content that they use. For example, Users must lock their workstations when not in use. Users will be held responsible for the dissemination of confidential data to unauthorized parties caused by the failure to reasonably secure their equipment.

At times, MLB may need to gain access to any and all technology to perform upgrades, monitor system usage, or halt or prevent a technology or security problem such as a virus outbreak. Major League Baseball Information Technology Department may also shut down systems, networks, or user access at any time as a result of any IT issues. When possible, the Company will attempt to provide advance notice for any IT system or infrastructure outage.

## **b. Passwords**

Each User is responsible for creating secure passwords for accessing MLB protected information.

All passwords must conform to the password management standards set forth by Information Security (as set forth below). Current password requirements are detailed in the MLB Information Security Policy available on the MLB Portal ([clubhouse.mlb.com](http://clubhouse.mlb.com)).

Password use shall comply with the following rules:

- Passwords must be at least ten characters, and must contain at least one upper case character and at least one number and/or symbol. Obvious words, phrases, and dates should not be used (*e.g.*, your name, spouse or children's names, "baseball", "MLB", birthdays, etc.). Passwords should be unique to you and not similar or shared among people.
- Passwords must be changed at least once every 120 days.
- Passwords should not be left taped to or near computers, under mouse pads, or in other obvious places around a user's work area. Passwords should not be kept as a record at all (on paper, in software file, or on hand-held devices) unless they can be stored securely.
- Passwords are considered confidential information and must not be shared or transferred to others within or outside MLB, including the Service Desk. The exceptions to this are the rare instances when the Service Desk needs to log in to a system to solve an immediate and urgent problem. If that happens, Major League Baseball policy requires that you change your password to a generic, temporary phrase agreed upon with the Service Desk prior to work being initiated and to a new password as soon as the problem is solved. Never give your original or new password to anyone, including the Service Desk.
- When using a personal device to access MLB's Computer Systems in public, special care should be given to ensure no one is observing when a password is entered.

- Possessing or attempting to obtain password-breaking software is prohibited.

### **c. System Security**

All Major League Baseball computers have applications installed to keep the computers secure, up-to-date, and protected from threats such as software viruses and malware. Attempting to disable or circumvent such software or interfere with its operation is prohibited. Users must not circumvent or attempt to circumvent normal network resource limits, log-on procedures, or security provisions.

The Major League Baseball network is protected, and security policies are enforced by a series of systems, software and physical devices. Any attempt to circumvent these policies or protective measures is prohibited. If there is a specific business need that requires a policy exception, please contact Information Security for approval. Such requests may be denied if they compromise Major League Baseball security.

## **4. Acceptable Use**

### **a. E-Mail, Voice Mail and Other Communication Systems**

Major League Baseball's e-mail, voice mail, and other communication or data storage systems including but not limited to MLB-provided hardware (e.g., desktop and laptop computers, mobile devices, printers, electronic storage devices), software, networks, internet connectivity, databases, instant message or chat programs, and local, remote or cloud-based data storage systems (collectively, "Communication Systems") are to be used first and foremost for Major League Baseball business. Use of the Communication Systems for personal purposes should be kept to a minimum, and must not interfere with MLB business or productivity. For purposes of this restriction, Users who are already authorized to use MLB Communication Systems for business purposes are not prohibited from communication with other Users during non-working time, but under no circumstances may a User disturb the work of others to communicate regarding non-business purposes during their working time.

Personal information stored or created in, received or accessed through, or transmitted by or through the Communication Systems or MLB-provided mobile devices should be kept to a minimum and under no circumstances should the Communication Systems or your stored personal items on the Communication Systems be used for purposes that violate any of the policies or provisions of the Employee Handbook and/or Business Conduct Guidelines and/or law. Users are reminded that all stored items on the Communication Systems, including personal items, whether or not password protected, are subject to both scheduled and unscheduled access and review by Major League Baseball and may result in you being required to remove your personal data; and in some cases, subject you to disciplinary action up and including termination from Major League Baseball. **Users have no expectation of personal privacy with respect to any**



**information stored in, created, received, accessed through or sent over the Communication Systems. To be clear, however, no User is permitted to access or review the e-mail, voice mail, or other messages or electronic information of another without explicit authorization from the Chief Legal Officer or the Sr. Vice President of Human Resources.**

All information stored or created in, received or accessed through, or transmitted by or through the Communication Systems will be treated as Major League Baseball property and will be subject to inspection with or without notice. Major League Baseball reserves the right to use content filters on all incoming and outgoing e-mail. Periodically, your use of the Communication Systems may be subject to random, unannounced monitoring and/or searches to ensure adherence to the MLB's policies. Circumstances under which other monitoring and/or searches of the Communication Systems may occur include but are not limited to system review, retrieving business information, trouble-shooting system problems, preventing system misuse, complying with legal and regulatory requests for information, and in connection with investigations and/or litigation.

Violations of Major League Baseball policies, including but not limited to the Anti-Discrimination and Harassment Policy, detected through such monitoring and/or searching may lead to disciplinary action, up to and including termination. Some examples of action which may result in disciplinary action include but are not limited to:

- Excessive use of the computer system, including e-mail and voice mail, for personal business or social networking purposes;
- Use of the Communication Systems to abuse or harass others;
- Downloading or use of discriminatory, harassing, obscene, or otherwise inappropriate material or improper use of copyrighted material;
- Gaining or seeking to gain access to MLB or another User's electronic information in any unauthorized fashion.

E-mail and voice mail may not be used to solicit outside business ventures, personal parties, social meetings, charities, civic or political candidates or issues, or religious causes. Nothing in this policy shall prohibit communications concerning terms and conditions of employment that are protected by the National Labor Relations Act.

Generally, sensitive information should not be sent via e-mail. For example, performance reviews are not to be sent to the Human Resources Department through e-mail. Personally identifiable information also should not be sent over the e-mail system unless encrypted using methods approved by the Information Security Department. This includes employee health information, social security numbers and credit card numbers. If you have questions or need assistance with the transmission of sensitive data or personally identifiable information, please contact the Information Security Department.

If you have e-mail accounts separate from your Major League Baseball account, these e-mail accounts should not be used to conduct any Major League Baseball business and/or to transmit, store, edit, or receive any Major League Baseball confidential information, as set forth in the Confidential, Non-Public Information section above.

**b. Internet**

Major League Baseball's internet connectivity is to be used first and foremost for the purposes of Major League Baseball business. Users are expected to comply with Major League Baseball's policies, including but not limited to those regarding confidentiality, solicitation, outside employment, business ethics, and discrimination and harassment, when using MLB-provided internet.

Users may not connect or use personal devices or equipment to access the MLB-provided internet during working hours.

Under no circumstances are pornographic or harassing materials to be sent, received or accessed using Major League Baseball's systems or infrastructure. Management reserves the right to monitor the use of MLB-provided internet access, and to block any sites or any data that is deemed inappropriate, harmful, or compromises the company's ability to work by excessive saturation of bandwidth.

Users must comply with Major League Baseball's Social Media Policy before using the internet to disseminate information about Major League Baseball, except by those for whom this is a primary job function, such as the Public Relations Department. Please review the Social Media Policy for more information on the acceptable uses of social media platforms. Failure to comply with this policy may result in discipline, up to and including termination.

**c. Software**

All software installation on MLB-provided hardware must be performed by the Information Technology group. Only authorized software can be installed on MLB desktop or laptop computers or other devices. A list of approved software can be found in the appendix section of the full set of the MLB Information Security Policy, which is available on the MLB portal at [clubhouse.mlb.com](http://clubhouse.mlb.com).

Major League Baseball requires that all software be purchased and used in accordance with licensing agreements. Employees may not install non-work-related software on Major League Baseball computers without approval. All software purchased or developed by Major League Baseball, its employees, or entities will remain the property of Major League Baseball.

The unlicensed duplication or use of any software program is illegal and will not be permitted. Users are not to copy any program installed on his or her computer or device for any purpose without permission from the Information Technology group. Likewise, Users are not to install any Major League Baseball owned or licensed program onto his or her computer without such permission in order to

verify that a license exists to cover such installation and that no software conflicts will be created.

Any User copying software illegally or copying software to give to any outside third party, including sponsors, and customers, may be subject to disciplinary action up to and including termination.

If Users want to use software licensed by Major League Baseball to be performed at home (with the prior permission of the employee's supervisor), they must contact the Major League Baseball Information Technology group in writing to make sure such use is permitted by the license agreement.

## **5. Third-Party Access**

### **a. Visitors**

Users should remind visitors bringing their own equipment into Major League Baseball that they will be restricted to public internet access only. At no time will visitors be allowed into Major League Baseball networks via equipment not supplied by Major League Baseball.

Visitors are expected to comply with Major League Baseball's policies regarding Communications Systems' usage, including (but not limited to) confidentiality, solicitation, business ethics, and anti-discrimination and harassment. Users inviting visitors into the building may be held responsible for any violations of such policies committed by their visitors of which they are, or should reasonably have been, aware.

By using the Major League Baseball internet, visitors implicitly agree to submit their equipment to any and all safety and security scans that the Information Security Department normally performs on MLB provided equipment. The Information Security Department reserves the right to deny or revoke internet access to any non-Major League Baseball equipment at any time.

### **b. Consultants**

To obtain system access for consultant(s), the sponsoring MLB employee(s) must coordinate with the Information Technology group at least one week prior to the beginning of the consultant's engagement. During this time, the sponsor will identify the IT infrastructure or systems the consultant(s) will need to access to accomplish their work. The consultants will be restricted to those systems only.

Contractors are expected to comply with Major League Baseball's policies regarding Communication Systems usage, including (but not limited to) confidentiality, solicitation, outside employment, business ethics, and anti-discrimination and harassment.

By accessing Major League Baseball systems, consultants implicitly agree to submit their equipment to any and all safety and security scans that the Major League Baseball Information Security Department normally performs on MLB

provided equipment. The Information Security Department reserves the right to deny or revoke access to the Communication Systems at any time.

## **6. Remote Access**

Several methods are available to access Major League Baseball resources remotely. These include access to your e-mail and other secure MLB websites over the internet (<http://outlook.com/owa/MLB.com>), as well as Virtual Private Network (VPN) access. VPN access must be approved by the User's manager, who must confirm that the User needs VPN access for business purposes, and by the Information Security Department. Remote access is strictly for business use.

- Except in the case of Webmail access, the remote User shall use the MLB standard VPN that is registered on the MLB domain. No alternative remote access or VPN services are approved.
- Remote access through VPN shall only be through MLB-approved devices that have been certified by Information Security, have their traffic filter inspected and monitored through the MLB firewall and have Data Loss Prevention software enabled.
- Unless otherwise authorized by Service Desk, no User shall download or save any MLB e-mails, attachments, documents, or any other information on their home computers or any other device not provided by MLB, either through VPN access or Webmail.
- General access to the internet for recreational or other personal use through the VPN on either MLB provided devices or the User's personal computer is prohibited.
- All remote Users — for both Webmail and VPN — must use two-factor authentication. Remote Users communicating via a public network are not allowed to open multiple connections to the same system.
- When using a VPN connection to access the Communication Systems, all internet connections, including browsing, shall occur through the VPN connection. The User shall not establish a separate internet connection while simultaneously connected to the Communication Systems through the use of multiple network cards, modems, or other access techniques.
- Any additional software used for remote access, such as VPN, shall be configured by Information Technology for real time protection and shall not be tampered with or modified in any way by the User.
- Each User with remote access privileges shall be responsible for ensuring compliance with relevant non-disclosure agreements (if any), privacy requirements, and MLB or government regulations when accessing the Communication Systems remotely.

Please contact the Service Desk for more information about connecting remotely.

## 7. Travel

When traveling, Users need to take additional measures to protect the Communication Systems. The following guidelines should be considered when operating in foreign or public environments:

- Before traveling, a User should work with Information Technology to ensure his or her laptop is equipped with the latest versions of security software and configurations and that firewalls are enabled.
- Before traveling, a User should securely back up data stored on all laptops and other devices with which he or she plans to travel.
- To the extent possible, Users should only travel with data that will be needed during a trip. In particular, Users should limit traveling with MLB confidential information unless necessary to conduct business during the trip.
- Special precautions must be taken when traveling to a high-risk country, as defined by the U.S. State Department. Prior to traveling, Users should consult with Information Technology and Information Security and discuss the appropriate precautions.
- Users should ensure, in conjunction with Information Technology and Information Security, that laptops and other devices are securely configured and protected with passwords or PINs.
- When possible, Users should travel with encrypted laptops, particularly to countries that are known for high-risks of hacking and theft of information assets. Security risks may vary considerably between locations and should be taken into account in determining the most appropriate controls.
- Communication Systems taken off the premises should not be left unattended in public places; portable computers and other devices should be carried as hand luggage and disguised where possible when travelling.
- Loss or theft of Communication Systems should be reported to Information Technology or Information Security immediately upon discovery.
- Public computers (*e.g.*, computers at libraries or internet cafes) should not be used to access MLB's Communication Systems. Similarly, public, unsecured Wi-Fi connections should not be used to access the internet via MLB laptops or devices.
- After traveling to a high-risk country, as defined by the U.S. State Department, a User should bring his or her laptop or devices to Information Technology to ensure that it does not contain malware or other programs that could pose a risk to the Communication Systems.

## **8. Employment**

### **a. New Users**

The process for creating new Users of technology resources must be initiated by the Human Resources Department. Each new User will be given the minimum access required from their specific Department. (e.g. G: drive access and the Department's e-mail distribution list.) Any access above and beyond what is standard must be requested by the User's manager and approved by Information Security.

Users will be provided with standard equipment when they begin employment, specifically a desktop computer. If the User needs additional equipment, such as a laptop or a mobile device, a written request must also come from the User's manager.

### **b. Terminated Users**

When a User's employment at Major League Baseball ends, the Human Resources Department will notify Information Technology and the Information Security Department to begin the security and system decommission process. It is the responsibility of the manager of the terminated User to make appropriate transitional plans, since terminated Users will not have access to MLB Communication Systems or other resources following their termination. Such transitional activities should include, but not limited to, communication to notify employees and outside business partners as to alternate resource contacts. Managers should contact the MLB Service Desk for assistance. Upon termination, the User will have no access to MLB Communication Systems or any of his or her prior resources, unless special arrangements are made through the User's manager and the Human Resources Department.

The User, at the conclusion of employment, must return any and all Communication Systems provided by Major League Baseball during the User's employment, including but not limited to any desktop or laptop computers, mobile devices, electronic storage devices, other electronic equipment, and any documents, files or other electronic information in the possession of the User. Any software licenses that were provided for use during the User's time at Major League Baseball become void when the User's employment ends.

Major League Baseball will retain the terminated User's electronically created and stored data as per the Data Retention policy. This includes items in the User's My Documents folder and e-mail account. Such data can be transferred to another User or to the Departmental shared drive upon request to the Service Desk.



## 9. Privacy

### a. Policy

The Major League Baseball Privacy Policy describes the personal information that we collect from or about employees, and how we use and to whom we disclose that information. The MLB Privacy Policy can be found on the MLB Portal ([inside.mlb.com](http://inside.mlb.com).)

### b. Monitoring

Major League Baseball's Communication Systems are to be used first and foremost for business purposes. Information created or accessed by Users using Major League Baseball Communication Systems or other equipment or facilities, whether in paper record, computer files, externally via the MLB network infrastructure, using MLB licensed services or in any other form, is always subject to review and monitoring by MLB. All work product created using Major League Baseball Communication Systems or other equipment or facilities is the property of Major League Baseball.

**Users should have no expectation of privacy for any information – including personal information – created, stored, transmitted, received, or otherwise accessed on or through the company's Communication Systems.** This includes personal e-mail, files and documents, and internet usage (even if password protected) accessed through or using the MLB network or equipment. Users expressly waive all applicable privileges, including but not limited to the privilege against self-incrimination and the attorney-client, doctor-patient, and marital privileges, with respect to any matter stored in, created, received, accessed through or sent over the Communication Systems.

In the course of conducting our business, we may also monitor our premises and property. For example, some of our locations are equipped with surveillance cameras. Where in use, surveillance cameras are for the protection of our employees and third parties, and to protect against theft, vandalism and damage of our assets. Generally, recorded images are routinely destroyed and not shared with third parties unless there is suspicion of a crime, in which case they may be turned over to the police or other appropriate government agency or authority.

Employees may be disciplined up to and including termination for any violation of company policy including those detected through the monitoring of e-mail or other data stored on or accessed through MLB's Communication Systems.

## 10. Mobile Device Policy

### a. Overview

This Mobile Device Policy addresses controls governing the provisioning and use of mobile devices that have access to Major League Baseball services and Information Assets (as defined in the Employee Handbook). MLB developed this



policy to protect our assets in order to safeguard our customers, intellectual property and reputation.

## **b. Scope**

This policy applies when a Major League Baseball (“MLB”) employee, independent contractor or consultant (“you”) elect, and are permitted by MLB, to connect your MLB-owned or personally-owned mobile device (“device”) to the MLB network to access MLB email, contacts, calendar and other MLB Information Assets. To do this, you must agree to the following terms and conditions. Only devices capable of enforcing MLB security standards may be connected to the MLB network.

## **c. Mobile Program Options**

MLB supports the following program options:

### **A. Company-provided device and service – available to individuals who meet the eligibility criteria below:**

- The nature of the individual’s job requires communication/connectivity needs such as voice, text, email, mobile applications, or data at all times for work-related matters; OR
- The nature of the individual’s job requires that the individual be accessible to co-workers for work-related matters either:
  - o When the individual is away from the individual’s office, OR
  - o Outside of the individual’s normal work hours.
- In either case, the individual’s manager must validate that the use of a company-provided mobile device is necessary for an individual to effectively carry out their job responsibilities.

### **B. Individual-owned devices (with or without Company provided service) – supported for individuals who do not handle sensitive MLB Information Assets or who do not work in areas where sensitive information is handled.**

- Individual-owned devices can be added to one of the MLB cellular service plan(s) if the individual meets the same eligibility criteria above for company-provided devices.
- Individuals who are not eligible for service on the company plan are responsible for their own service plan fees.
- MLB will no longer reimburse service plan fees submitted via the Concur expense process.

## **d. Mobile Device Options (for company-provided devices)**

For company-provided devices, the current MLB device standards are Apple iPhones and iPads. All devices will be capable of running Apple’s latest iOS software.

- In some instances, an individual may desire a newer or different Apple device than is offered by the MLB plan. In those cases, and when the cost of the device is higher, an individual may be offered the option of paying the difference between the subsidized cost of the MLB standard device and the cost of the preferred device, subject to the preferred device being supported by MLB Information Technology and Information Security.
- In some instances, a device other than one of the above may be required (i.e. an Android phone for testing purposes). In these cases, the device may be provisioned with additional security software and may not be allowed to connect to all Information Assets. In addition, approval from Information Technology and Information Security will be required.

#### **Upgrades**

- MLB periodically upgrades mobile devices depending on a number of factors including device performance, hardware or software compatibility, or service changes.
- Device upgrades typically occur no more frequently than at least two years for phones and three years for tablets.

#### **e. Mobile Service Providers**

- MLB provides mobile device cellular service via AT&T, Verizon, and T-Mobile.
- MLB will attempt to support an individual's service provider preference, however in some cases it may not be possible to do so due to contractual obligations.
- Cellular service is part of a 'shared plan' with shared minutes and data usage. Excessive use of minutes or bandwidth for non-business activity may result in a payroll deduction in accordance with applicable law.

#### **Porting a number to the MLB Plan**

- If an individual plans to port their existing phone number to the MLB plan, they will receive a new device with coverage on one of the company's primary service plans. The individual will need to advise their current carrier that they plan to switch financial responsibility to MLB. MLB will then accept financial responsibility.
- Individuals should check with their carrier to determine whether any penalties would be incurred when transferring financial responsibility to MLB. In the event there are penalties, MLB may reimburse the individual or delay the port in favor of a new line of service (see below) until the penalty is no longer in effect.
- Individuals should terminate or adjust their personal plans once the financial responsibility for their number has been transferred to MLB.

Family plans should be reduced by the individual's prior voice and data usage.

#### **New Line of Service**

- For individuals who do not wish to port their existing number into the MLB plan, MLB will provide a new line of service with T-Mobile along with a new or inventory Apple device.
- Tablets are issued with service from T-Mobile.

### **f. Use of Mobile Devices**

Some of MLB's policies differ depending on whether the device is owned by MLB or by you. Section i. below applies to both MLB-owned devices and devices that you own. Section ii. only applies to devices that you own. Section iii. applies to devices that MLB owns.

All other MLB policies regarding e-mail and Internet usage, usage of MLB computing and communications systems, records retention, confidentiality, social media, privacy and information security apply equally to your device.

#### **i. MLB-owned Devices and Your Own Devices**

- Mobile devices that are issued by MLB or that contain or have access to non-public information, including, without limitation, MLB e-mail, shall have Mobile Device Management (MDM) software installed. MDM software will be used to:
  - o Configure access to corporate email and applications
  - o Configure Virtual Private Network (VPN) Settings
  - o Apply security policies
  - o Troubleshoot device connectivity issues
  - o Determine if devices are patched properly or have been compromised
  - o Disable/locate lost or stolen devices

You may be required to enroll your device using MLB's mobile device management service ("MDM") using the URL and related instructions we provide to you. Alternatively, MLB may do this for you. MDM will install or configure the MDM agent (the "Agent") on your device. The Agent manages the security of the device, and enables the device to access your MLB e-mail, contacts, calendar and other supported tools. You understand and accept that installing the MDM may decrease the available memory or storage on your device. You understand and accept that if you pay for your service plan, business use may result in increases to your personal monthly service plan costs.

- You must protect your device with a passcode of no less than 6 digits, and you may not disable the passcode protection on the device. Your device must

be configured to: (i) require you to re-enter the passcode after no more than 5 minutes of device inactivity and (ii) hide passcodes on the display as they are entered, and (iii) wipe automatically after ten (10) failed passcode attempts. You may not disclose your device passcode or passwords to any other person, including family members.

- MLB data transmitted over a public or wireless network must be encrypted. All mobile devices shall be encrypted and protected by advanced endpoint protection installed by MLB Information Security and Information Technology.
- You must keep the device updated with security patches and updates, as released by the manufacturer, and you may not “jailbreak” or root the device. As a minimum, updates should be checked for weekly and applied at least one time per month. The MDM Agent may enforce these requirements.
- Do not charge your device at public charging stations or connect your device to other devices or machines that you do not trust.
- Wherever possible, you should use two-factor verification for added application/device security.
- MLB Information Assets on a mobile device shall be securely erased if the information or device is no longer needed prior to the storage or disposal of the mobile device.
- If you suspect that unauthorized access to MLB Information Assets has taken place via a mobile device, you must report the incident to Information Security immediately.
- If your device has a camera, video, or recording capability, you are restricted from using those functions on company property or at company events unless authorized by management.
- Mobile devices shall be turned off or set to silent or vibrate mode during meetings, conferences, and in other locations where incoming calls may disrupt normal workflow.
- Nonexempt employees may not use their mobile devices for work purposes outside of their normal work schedule without authorization in advance from management. This includes but is not limited to reviewing, sending, and responding to e-mails or text messages, responding to calls or making calls.
- You are expected to follow applicable state or federal laws or regulations regarding the use of electronic devices at all times.
- You are expected to refrain from using their mobile devices while driving. Regardless of the circumstances, including slow or stopped traffic, you are required to pull off to the side of the road and safely stop the vehicle before placing or accepting a call or texting. The only exception to this stipulation is if the call can be placed or accepted entirely hands-free. Special care should

be taken in situations where there is traffic, inclement weather, or unfamiliar areas.

- You are solely responsible for all liabilities that result from traffic violations resulting from the use of mobile devices while driving.
- You must refrain from using mobile devices in hazardous areas.
- MLB shall not be responsible under any circumstances, and you waive any rights and claims, for any loss, corruption or other impairment of your personal data, content or materials on the device.
- You may not transfer MLB e-mail, attachments, contacts, calendar records or other business records from the device to a destination not managed by MLB. You may not copy or paste or screen capture MLB data or materials from devices to other applications or storage areas not managed by MLB. You may not conduct MLB-related business activities, process MLB documents, or store MLB related information on applications not authorized or managed by MLB. You may not tamper with the Agent or its configurations.
- You agree to promptly surrender the device and password (or if the device is lost or stolen, just the password) to MLB upon request for any reason, for example, to service the device, to investigate unlawful activity relating to MLB or violations of MLB policies, to satisfy litigation holds or discovery requests and obligations in litigation or regulatory actions or investigations (formal or informal), to cooperate with law enforcement, or in connection with the termination of your employment or other contractual relationship with MLB. Your device may be handed over to a regulator or law enforcement. You consent to MLB's use of forensics tools and experts to examine your device to investigate data loss, unlawful activities or other eventualities of legitimate business interest to MLB.
- MLB may monitor the material and data stored on and transmitted through your device for any reason. In particular, in addition to the information you provide when you enroll your device with the MDM (or when we do so for you), via the Agent, MLB and its third party MDM vendor will have access to the following information collected from your device: (i) your MLB-issued email username and/or email address, (ii) aggregate data usage by your device, (iii) your device's MDM deployment status, compliance and alerts, (iv) the date and time that your device last "checked in" with the MDM, (v) your device's platform, operating system, model, serial number and unique device ID number ("UDID"), (vi) your device's wireless carrier, phone number, roaming status, inactivity, and unique numerical identifiers assigned by your carrier to your device (i.e., SIM number, IMEI and/or ESN), and (vii) your device's security status and settings. In addition, MLB's MDM Vendor may have access to additional information such as (i) the geographic location of your device (using, for example, the device's GPS and its wireless antenna's detection of nearby wireless hotspots), and (ii) a list of the

applications that are installed on your device. MLB does not access this information for normal operations or reporting.

- If you are found to have violated these Terms and Conditions, you may be subject to appropriate corrective action, which may include disciplinary actions at MLB's discretion, including terminating your employment.

**ii. Devices That You Own**

- You must be the owner of your device, not another company, such as another employer or former employer. Although you may access both personal and MLB email, messaging and other communications accounts on the device, you may not conduct MLB business or transmit MLB information by or through personal accounts or via text messages. You may not set your MLB email to auto-forward to a personal account. You may not store confidential information of another company (e.g., your previous employer) on your device in a location that will be synced or backed-up to MLB's systems.
- In the event that your device is lost, stolen, sold or otherwise relinquished, MLB shall have the right to remotely wipe the device clean of all MLB data. MLB may, at its option, also remotely wipe the entire device ("full device wipe") if MLB deems necessary to protect MLB's legitimate interests. If MLB requires your device password to do this, you must provide it to MLB for such purpose.
- MLB shall not be responsible under any circumstances, and you waive any rights and claims, for any loss, corruption or other impairment of your device. You are responsible for the costs of having your device serviced or repaired.
- By electing to connect your device to the MLB network, you assume the risk that materials outside the focus of MLB's monitoring could be viewed, affected, or potentially deleted, and you waive any expectation of privacy you would otherwise have with respect to your device and the data, content and materials on it or transmitted through it.
- MLB does not have an obligation to provide service desk support for any hardware, application or operating system issues on your device other than for the Agent or for MLB-related applications, accounts or configurations. However, if your device requires service, or if you want to replace it with a new device, consult with the MLB IT or Information Security department for guidance on how to maintain the confidentiality of MLB information when you bring your device to a vendor for service or replacement.
- Although you are being allowed under these policies to store MLB Information Assets on your personally owned device, this does not expand the purposes for which you are permitted to use such materials. MLB Information Assets stored on your device (and all copies thereof) may nonetheless only be used for MLB purposes, in accordance with all applicable MLB policies, and must be returned to MLB when you are no



longer under MLB's employ. If you use or disclose MLB materials other than for MLB's business purposes, or fail to return them to MLB, you will have exceeded your authorized access to them.

- MLB is not obligated to allow any particular employee's, independent contractor's or consultant's device to connect to the MLB network, and may decline to do so for any (or no) reason. You are not obligated to connect your device to the MLB system, and may elect not to. If you do not, you may only use MLB owned and issued devices to connect to the MLB system or to access your MLB e-mail, contacts, calendar and other supported tools. The fact that MLB is letting you use your personally-owned mobile device for business does not, and should not be construed to, alter your job responsibilities or job hours expectations.
- At the end of your employment or contractual relationship with MLB, or at any time that you decide no longer to use your personally-owned device for business purposes, or at any other time, MLB shall have the right to cause a wipe of the device that will remove the Agent and MLB material. At MLB's option if MLB deems necessary to protect its legitimate interests, MLB may also cause a full device wipe. Device wipes can be done with your device physically present or remotely. If MLB requires your device password to do this, you will provide it to MLB for such purpose. In addition, MLB may require that you delete back-ups of your device that you have stored on your personal computer, other equipment, or personal accounts. (You may create a fresh back-up of your device after MLB material has been removed from it.) MLB reserves the right to search a device to ensure it does not contain MLB material.

### **iii. MLB-Owned Devices**

- You may conduct MLB business and transmit MLB information using your MLB-issued email, messaging and other communications accounts on the device. You may not conduct MLB business via text. You may not set your MLB email to auto-forward to your personal account.
- You are expected to take reasonable measures to protect your device from theft, damage, abuse and unauthorized use. In the event that the device is lost or stolen, MLB shall have the right in its sole discretion to remotely wipe the device clean of all MLB data or to wipe the entire device if necessary.
- The device is and remains owned by MLB, and you waive any expectation of privacy with respect to the device and the data, content and materials on it or transmitted through it. MLB has the right to monitor your use of the device and any data, content and materials on it or transmitted through it. Since your device is owned by MLB, the device password is also owned by MLB and you agree to provide it to MLB upon request.
- MLB does not have an obligation to provide service desk support for any additional applications you may install on the device, unless explicitly agreed to beforehand by MLB IT. MLB will provide support for the hardware, the



Agent and any MLB-issued applications. Do not bring your device to its vendor for service. Instead, bring it to the MLB IT Service Desk.

- MLB material stored on your device (and all copies thereof) may only be used for MLB purposes, in accordance with all applicable MLB policies, and must be returned to MLB when you are no longer under MLB's employ. If you use or disclose MLB materials other than for MLB's business purposes, or fail to return them to MLB, you will have exceeded your authorized access to them.
- The fact that MLB is issuing you a mobile device does not, and should not be construed to, alter your job responsibilities or job hours expectations.
- You must not load pirated software or illegal content onto their mobile devices.
- Making any modifications to the device hardware or software, or installing additional hardware or software, beyond authorized and routine installation updates is prohibited unless approved by the Information Technology and Information Security departments.
- At the end of your employment or contractual relationship with MLB, or at any other time, MLB shall have the right to cause a full device wipe that will remove all material. Device wipes can be done with your device physically present or remotely. If you have stored personal material on the device, you may request that a copy of such material be made for you before the device is wiped. MLB reserves the right to search such material to ensure it does not contain MLB material. In addition, MLB may require that you delete back-ups of your device that you have stored on your personal computers or other equipment.

#### **g. Travel**

When traveling with a company-issued device or a device that has access to company data, you must take the following actions:

- Information Technology must be notified prior to the trip to make any necessary plan adjustments with the device carrier to ensure service availability and avoid surcharges.
- If traveling to a high-risk region (i.e. China, Russia, etc.) Information Security will perform a risk assessment and may provide the individual with additional protection or an alternate device to travel with.
- Mobile devices should be turned off when outside the individual's direct control (i.e. when going through x-ray machines, left in a hotel room, etc.).
- As a general matter and whenever possible, mobile devices should not be checked in as part of check-in luggage while traveling and should be kept in carry-on luggage.

- If you are asked to surrender your devices to security personnel for inspection, you should cooperate where required and immediately notify Information Security so that appropriate steps can be taken to secure data.

#### **h. Loss, Damage or Theft of a Device**

You are expected to protect mobile devices used for work-related purposes from loss, damage, or theft. If a company-owned device or device with access to company data is lost, damaged, or stolen, you must take the following actions.

- MLB Information Security must be notified immediately in the event of a lost or stolen device, or other compromise to the security of the data on the device, so that they may take appropriate steps to protect data and potentially recover the device.
- You must participate in the recovery of a lost or stolen device, providing necessary information and if instructed by Information Security, must promptly file a police report with the proper authorities.
- If available, MLB Information Technology may provide a loaner device until a replacement device be provisioned.
- For damaged and lost devices, repair or replacement will be at the discretion of Information Technology and requires the approval of the individual's manager. In the event you have multiple incidents within a device lifecycle (typically two-years for phones and three years for tablets,) repairs or replacements after the first loss also require approval from the department head. In those instances, you may be responsible for all or part of the repair or replacement cost in accordance with applicable law.

#### **i. Termination**

Upon termination of employment or contract with MLB, you must undertake the following:

- You must turn in all company-provided devices assigned to them to the Human Resources department.
- You must delete any company data that may be on other mobile devices in their possession. Upon MLB's request, you will be required to hand the mobile device to MLB's Information Security department so that they can delete company data.
- MLB may selectively wipe company-data from devices that have company data. If MLB cannot immediately recover a device following a termination and cannot selectively wipe company data on that device, MLB may fully wipe the device to protect company data.
- MLB may allow terminating individuals to retain a company-provided device either at a pro-rated cost or no cost depending on the age of the device. Human Resources will communicate purchase options to the individual.

## FACILITY & PHYSICAL SECURITY

### 1. Safety & Security

Major League Baseball strives to provide a safe working environment for all employees. It is a part of every employee's basic job responsibility to help maintain that environment. Employees are responsible for becoming familiar with all security regulations and procedures. Employees will be advised if there are special regulations relative to their specific job. Employees should promptly report any safety or security concerns to their immediate supervisor. Remember safety and security is not just a single Department's job but everyone's responsibility through the practice of proactive and preventative daily work habits. Employees who fail to follow safety and security rules are subject to discipline up to and including termination.

### 2. Major League Baseball Identification Cards

The efforts to strengthen and preserve the security of our employees within our working environments remain of primary importance. All regular employees and "temporary personnel" should carry their Major League Baseball-issued identification cards (I.D. cards) at all times when working on site at their assigned location.

"Temporary personnel" is defined as non-full time and part-time regular salaried and hourly employees and includes, but is not limited to, interns, contractors, and special project employees.

Temporary personnel will be required to renew their I.D. cards based on their length of assignment. Temporary personnel with long- term assignments of one month or more must renew their I.D. cards each month.

Managers must submit in writing, via memo or e-mail, their request to extend an I.D. card for temporary personnel. If such confirmation is not received by the expiration date, the employee's I.D. card will be automatically de-activated and access to doors and facilities will be denied.

Upon termination of employment or assignment, I.D. cards should be returned to the immediate supervisors and/or managers of the employee or temporary personnel. Supervisors and Managers should subsequently return these I.D. cards to the Human Resources Department.

I.D. cards are to be used for identification purposes and do not give employees special entrance rights and/or privileges into Club facilities, boxes, suites or locker rooms. Inappropriate use of I.D. cards may result in disciplinary action up to and including termination of employment.

Lost or stolen I. D. cards should be reported immediately to a representative of the Human Resources Department or Office Operations Department. When requesting a replacement card, contact a representative of the Human Resources Department or Office Operations Department. Major League Baseball reserves the right, consistent

with applicable law, to charge employees who repeatedly lose their building cards for the cost of the replacement I.D. card.

### **3. 245 Park Avenue Building Access**

#### **a. Regular Employees**

All regular employees working at 245 Park Avenue will be given access to the building by using their Major League Baseball I.D. cards. Because this is a single-card access, employees not carrying their Major League Baseball I.D. cards will not have access to the building and must report to the security desk in the lobby and present a government-issued I.D. card in order to receive access to the building. A temporary paper "visitor" I.D. will be issued for the day.

The 245 Park Avenue building has licensed the use of a web-based system called myKASTLE as a means to provide secure access.

The myKASTLE system allows Major League Baseball regular employees to enter requests for admission of their expected visitor(s) or temporary personnel online. Pre-announced visitors can be processed immediately at the building lobby visitor's desk.

#### **b. Temporary Personnel and Visitors**

Major League Baseball temporary personnel who have Major League Baseball I.D. cards, will be considered on a case by case basis for building access. This is based upon length of stay and circumstances surrounding assignment with Major League Baseball.

Regular employees are required to sign in their visitors and temporary personnel, who are staying less than one month, into myKASTLE daily as a guest of the Department to which they are reporting or visiting.

All visitors and temporary personnel must report to the Security Desk in the lobby. There, the building employee will request a government-issued I.D., verify that Major League Baseball expects the visitor, and then issue a temporary paper "visitor" I.D. This I.D. will allow the visitor to access the elevators on the ground floor lobby and all Major League Baseball Floors.

### **4. Chelsea Market Building Access**

Chelsea Market is open to the public from 7:00 am to 2:00 am, Monday through Saturday, and 8:00 am to 10:00 pm on Sundays. There are security personnel on site in the Market 24 hours a day, 7 days a week. If you require access to the building for work purposes outside the open market times, please contact MLB Office Services.

### **5. Colorado Building Access**

You will be provided with a photo badge, which will grant you access to the building and the office space. Your badge will give you access to the building 24/7, however

you will need your badge for the front door and elevator between the hours of 7:00 pm and 7:30 am for Colorado and 6:00 pm to 7:00 am Monday through Friday in San Francisco and Saturday's from 1:00 pm to 7:00 am Monday morning. Your badge must be visibly worn on a lanyard or belt loop and should be carried at all times. Please enter the building one employee at a time - no tailgating. A fee may be charged for repeated lost badges.

## **6. Accidents**

If any accident occurs on Major League Baseball property, immediately report it to the Security and Facility Management Department or Human Resources Department. Security and Facility Management Department or Human Resources Department personnel will provide assistance and complete an accident investigation form. If neither Department's personnel are available, the manager or supervisor must document the date and time of the accident, name of the injured party, details on the injury, witnesses to the event, and what actions were taken. Please ensure that Finance Department/Risk Management personnel receive a copy of the accident investigation for insurance purposes.

## **7. Fire**

Every employee should be familiar with the safety protocols of his or her respective location (or the protocols of multiple locations if work is performed in multiple locations). All facilities have a Fire Safety Plan that will be executed in case of an emergency. The goal of this plan is to educate everyone in the safe exit of their building. It is imperative that all employees follow instructions when a fire drill is in progress. Failure to adhere to the proven directions and procedures during a drill could reflect your failure to do so in a true emergency.

When the alarm bells go off, do not panic. Note the area of the office that you are in and begin your exit to the designated stairwell for that area. Line up near the exit stairwell and await instructions from the building Fire Safety Director. More information about appropriate steps to take in the event of a fire-related emergency can be found below.

### **a. If You Discover Fire, Smoke Fumes**

If you discover fire, see smoke, or smell fumes, the following actions must immediately be taken:

1. Leave the fire area, close, but do not lock all doors behind you. A closed door slows the spread of fire from room to room. You should not, however, lock the doors because you will not be able to make your way back if you need to, and because firefighters will have to force the locked doors in order to fight a fire or to conduct a search for victims.
2. Feel a door before opening it. If it is hot, do not open it. A hot door means that there is fire on the other side. This and other topics should be discussed during your building's fire drills, in addition to practicing what you would do during a fire.

3. Do not turn back for personal belongings. Even when conditions do not appear threatening as they may change suddenly. It can be a deadly mistake to return for belongings.
4. Activate the nearest fire alarm pull station.
5. When safe to do so call the Fire Department which can be reached by dialing 9-911. Advise them of your findings and carefully tell them the building address.
6. The fire floor and floors above must be evacuated immediately, but whenever possible, under the direction of the Fire Safety Director or your appointed Major League Baseball Floor Warden. In the event of fire or fire alarm, the Floor Warden shall try to ascertain the location of the fire and direct evacuation of the floor. If there are no instructions immediately evacuate using the nearest fire exit and move at least two floors below the fire.
7. Do not use the elevators. Elevators are not reliable, are very dangerous under fire conditions and should not be used under fire conditions. Be guided by the instructions of your Fire Safety Director and FDNY personnel on the scene before using the elevator.

**REMAIN CALM!**

**Finally, always remember that smoke rises - so keep low!**

**b. What to Do When the Fire Alarm Sounds**

The Fire Alarm must be treated as a building emergency and the following actions must be taken:

1. Proceed to the nearest fire exit. Assemble at an entrance to a fire stairway and listen for instructions from the Building Fire Safety Director over the public address system, or through your Floor Warden. Know who the Floor Warden for your occupancy is. Once the Fire Department arrives, they will give instructions through the Fire Safety Director.
2. Prepare to evacuate. Should an evacuation be ordered, a structured plan of phased evacuation will take place. A voice communication system announcement will most always follow an alarm. In the event an announcement is not made, follow the instructions of your Floor Warden or evacuate to the nearest Fire Exit Stairwell.
3. Remain calm and quiet during evacuation procedures.
4. Assist in the evacuation of any disabled, elderly or pregnant persons to the extent you are able. Human Resources Department, Office Operations Department, and Building Security maintain a list of employees who require assistance should a building be evacuated. Should you wish to be added to the evacuation assistance list, contact the Human Resources Department.

5. If the alarm proves to be false, a voice communication public address announcement will be issued. With this announcement, the emergency is over.

## 8. Building Evacuation

If a fire or other emergency condition requires a building evacuation, Floor Wardens or the Voice Communication System will advise which floors are to begin the evacuation.

In the event your Floor Warden instructs you to exit the building, you must do so in a calm and orderly manner. Please do not run or cut off others in an effort to get out. The pace should be hasty, but it should be orderly, without delay. (Individuals are requested to remove high heel shoes for easier walking.)

**If the stairwell is filled with smoke or is otherwise unsafe,  
use an alternate Fire Exit Stairwell.**

**Elevators shall not be used except by fire personnel.**

Once out of the building, stay well away from the building until the all clear is given. Do not congregate in the lobby. The building supervisory personnel will provide information condition in the building, and will advise when it is safe to return.

Once on the street, listen to the Building Deputy Fire Safety Directors. Assuming it is safe, the Building Fire Safety Director or your Major League Baseball appointed Floor Warden will take you to the corner of Park Avenue and 47th Street. You should wait until you are given instructions from the Fire Department.

*For Chelsea Market Employees:* In the event you cannot exit out 9<sup>th</sup> Avenue the Building Fire Safety Director or your Major League Baseball appointed Floor Warden will take you to the corner of 10<sup>th</sup> Avenue and 15<sup>th</sup> Street, the 14<sup>th</sup> Street Park. In the event you cannot exit out 10<sup>th</sup> Avenue the Building Fire Safety Director or your Major League Baseball appointed Floor Warden will take you to the corner of Hudson Street and West 12<sup>th</sup> Street, Abingdon Square Park. You should wait until you are given instructions from the Fire Department.

*For Colorado Employees:* Meet in the parking lot outside of The Buff. In case of Tornado, please gather in the Parking Garage on P2.

*For Louisiana Employees:* Meet in front of the ticket booth in front of the main stadium.

## 9. Medical Emergencies

In case of serious illness or injury at the office, you should follow these procedures:

- a) If you are trained, immediately administer CPR or First Aid, if necessary;
- b) Dial 9-911 to call a local Fire-EMS ambulance and paramedics. Be prepared to give them your name, location (address/building/floor) and phone number, plus a brief description of the situation including the victim's sex, approximate age, and any symptoms of the problem;



- c) Do not move the person;
- d) If time permits, notify the Building Manager, Major League Baseball Security and Facility Management, the reception desk, or your Department Head so an elevator can be waiting for the ambulance crew. After the emergency has been taken care of, please notify Office Services and be sure to let them know whether you have called 9-911. If a private physician has been called, let the office front desk know so the doctor can be escorted directly to the office;
- e) Post one person at the service elevator on your floor to escort the medical team to the person in distress;
- f) For minor medical emergencies there are first aid kits available. Contact the Human Resources Department, Office Operations Department or the Security and Facility Management Department if a first aid kit is needed.

## 10. Bomb Threats

Any bomb threat must be taken seriously.

### a. Phone

When the threat is made by phone, obtain as much information as possible. Be calm and courteous. Listen and do not interrupt the caller. Attempt to take notes as to the caller's statement and any uniqueness in the person's voice. Stay calm and tell the caller of your desire to cooperate. DO NOT challenge or antagonize the caller. **Attempt to identify** background noises on the call.

Upon completion of the conversation, notify your supervisor and the Security and Facility Management Department immediately. Remain calm, concise and accurate in relating information.

Employees should make every effort to make a determination of threat level, that is, each threat should be assessed to determine its seriousness:

- **Low Level** – The threat is made to cause disruption. The caller is vague in his/her threat merely stating there is a bomb and quickly hanging up.
- **Medium Level** – The caller gives details such as the type, size and location of a bomb.
- **High Level** – The caller stays on the phone longer or makes multiple calls. The caller may exhibit advanced knowledge of explosive devices or make demands for money or publicity.

Notify the building office.

The Security Department and emergency responders will evaluate the need to evacuate the premises.

## **b. Mail**

Mail comes into our facility on a daily basis and screening mail before opening is good practice. If a piece of mail arouses your curiosity based on suspicious characteristics such as misspelled words, title of recipient is incorrect or badly written, protruding wires, oily stains or discoloration, excessive taping, rigid or bulky or lopsided uneven contents, notify the Security and Facility Management Department for further assessment.

When an actual or suspected threat is received by mail:

1. Cease handling any suspicious mail immediately.
2. Refrain from using cellular phones near any suspicious mail.
3. Evaluate the circumstances, inform your supervisor and notify the Security and Facility Management Department immediately.
4. Notify the building office.
5. The Security and Facility Management Department and law enforcement will evaluate the need to evacuate the premises.
6. Direct that no one touches the mail until it is turned over to law enforcement.

## **c. Suspicious Packages**

Should a suspicious package or explosive be found:

1. Do not handle or disturb the package. No one should touch the package until a determination is made by the proper authorities.
2. Refrain from using cellular phones near any suspicious packages.
3. Evaluate the circumstances, inform your supervisor and notify the Security and Facility Management Department immediately.
4. Advise all persons to move to a "safe" distance and follow any instructions from the Security and Facility Management Department and/or law enforcement regarding next steps (including, if appropriate, evacuation).
5. Notify the building office.

## **11. Deliveries Made to the MLB Network**

Deliveries to MLB Network are made to the freight area directly behind the facility. All packages should be visually screened prior to acceptance and be scanned through proper delivery protocols. All delivery records should be maintained until notice to destroy is given. Delivery announcements are made to the receptionist desk or the library via a telephone located on the loading dock.

## **12. Power Failure**

Utility power failures occur infrequently and usually only last a short time. Your patience is required while the local utility company restores power.

In the event of a power failure, remain where you are and wait for an announcement. Avoid moving about unless the area is safely illuminated. There is no need to evacuate the floor unless instructed by building personnel to do so. The building is equipped with an emergency generator, which operates all life safety equipment, emergency exit stairwell lights, and the elevator retrieval system.

DO NOT use the red emergency phones during a power failure, unless instructed to do so. Fire Warden phones are to be used only during a fire emergency.

Elevators:

- The emergency generator is designed to bring one elevator at a time to the lobby level. If you are in the elevator during a power failure, please remember that it may take some time to recall all the elevators. Be aware that you are perfectly safe, and that the building personnel's first priority is to retrieve all elevators.
- Passengers will be advised of the status and delay time over the elevator voice communication system.

## **13. Workplace Violence**

Major League Baseball has an established policy against Workplace Violence. Workplace Violence Prevention is outlined in the Code of Conduct section of this Employee Handbook. Any questions may be referred to the Human Resources or the Security and Facility Management Departments.

## **14. Cell Phones and Driving**

Many employees use cell phones and other wireless communication devices to carry out their duties and responsibilities. Such devices, however, are a potential distraction while driving. To minimize safety risks to employees and others, employees are prohibited from using cell phones (unless with a hands-free device), or other wireless communication devices to conduct MLB-related business while driving. You should safely pull off the road and come to a complete stop before dialing or talking on the phone, or using any other wireless communication device or electronic communication equipment. You may use your cell phone with a hands-free device while driving, where state and local laws permit, however, texting while driving is strictly prohibited. Even with a hands-free device, cell phone use should be kept to a minimum while driving.

## **15. Smoking**

In order to comply with applicable state and local law, Major League Baseball has prohibited smoking throughout its workplace. Smoking products include but are not limited to cigarettes, tobacco, and devices such as e-cigarettes, pipes, and vaporizers.

Employees are also protected from retaliatory action or from being subjected to any adverse personal action for exercising or attempting to exercise their rights under the smoking policy.

Any employee who has a concern about smoking in the workplace or who believes he/she has been subjected to retaliatory action in violation of this policy should report such action immediately to the Human Resources Department. Baseball will promptly investigate any such reports.

Violations of this policy may result in appropriate corrective disciplinary action, up to and including discharge.

Any questions regarding the smoking policy should be directed to the Human Resources Department.

## **16. Emergency Closings**

The office will be open for normal operation unless major roads and other means of mass transit are closed due to extreme weather conditions or other emergencies as recognized by the appropriate civil authorities. Closing or delayed opening of the office will be decided by the appropriate senior level management (i.e., Commissioner, Chief Legal Officer or one of their designees), and communicated to employees **by e-mail**. If the e-mail system is down, employees may receive a recorded message as to whether the office is open by calling 1-866-MLB-EMER (1-866-652-3637).

If the office is open, employees will be expected to report to work. However, each employee must observe weather conditions in his or her area and determine whether it is unduly hazardous to attempt to commute to work when weather conditions or other emergencies are severe. Major League Baseball does not expect anyone to take an unreasonable risk attempting to come to work.

On occasion, bad weather occurs during the day after you have already arrived at work. Depending upon the circumstances, you may be directed to leave. As an example, if an ice storm is threatening, the office may close early to allow you additional time to get home before the storm arrives. Closing or delayed opening of the office will be decided upon by the appropriate senior level management as noted above.

### **a. When employees are required to report their physical location**

In the event of an emergency closing for inclement weather or catastrophe, it may be necessary to account for the physical location of every employee. Major League Baseball will notify employees by one or more of the following methods when it is necessary to report your physical location:

- A voicemail message will be left for all employees via the voicemail system
- A message will be left on the General Numbers:

**(212) 931-7800 and (212) 931-7900**

To report your location contact:

**1 (866) 964 - S A F E**  
**7 2 3 3**

**Remember: Only contact this number when you have been instructed to do so and answer all of the operator's questions.**

Emergency Security Numbers (Dial 9 first to reach these numbers)

Location	Building Information		Fire Department
245 Park	Brookfield Management Bldg Office: 1 (212) 878-1500 Bldg Security: 1 (212) 878-5100		New York City 1 (212) 628-2900
Chelsea	Jamestown Management 1 (212) 652-2121	Taconic Management Bldg Office: 646-760-3386 After Hours Security: 212-652-2110	New York City 1 (212) 628-2900
Colorado	LJD Enterprises Bldg Office: 1 (303) 449-0510 Bldg Security: 1 (303) 250-6381		Boulder 1 (303) 441-3350
Louisiana	Building Main Number 1 (504) 282-0443		New Orleans 1 (504) 658-4700
Emergency Number - 911			

## 17. LiveSafe

Major League Baseball considers the personal safety and security of employees to be a top priority and is committed to providing a safe working environment in all office locations. MLB implemented the LiveSafe Mobility Application to serve as the official mobile application for the office to broadcast safety & security communications to employees. LiveSafe is an enterprise-class, comprehensive mobile safety and communications platform focused on providing you with direct access to the safety information and resources you need, when you need it, no matter where you may be in the world.

The Human Resources & Security Departments will use this tool to both notify employees, of weather-related closures, local concerns or potential threats and to provide specific instructions to employees in emergency situations. Employees will receive these broadcast alerts via email, as well as SMS or Push Notification, if selected. They can also use the mobile application to submit tips directly to Major League Baseball and utilize a check-in function if Human Resources initiates a request to confirm employees' safety during an active emergency.

## OFFICE PROTOCOLS & PROCEDURES

### 1. Office Hours

The switchboard will be in operation from 8:00 AM to 6:00 PM, Monday through Friday, except for holidays or special closings.

### 2. Office Appearance

Major League Baseball constituents, media representatives and other outsiders frequently visit our offices. For this reason, employees are expected to present a neat and professional personal appearance. Offices and workstations should be kept neat, orderly and professional. Employees may not display posters, flyers, pictures, calendars, pins, stickers, cartoons, or other items in their offices or workstations that depict or convey: (i) any sexually explicit, obscene, violent, threatening, discriminatory or harassing language, images, or acts; (ii) any political images, messages or slogans (including but not limited to political campaign or candidate paraphernalia); or (iii) any illicit drug or alcohol-related images, messages or advertising. This policy does not pertain to items depicting or conveying messages related to terms and conditions of employment or otherwise protected under the National Labor Relations Act.

All employees should contribute to keeping common areas, such as the kitchenettes and washrooms, clean and orderly. An appropriate degree of formality should be maintained among all employees, especially when in the company of constituents and outsiders who do business with Major League Baseball, and in all public statements and appearances.

### 3. Recycling Procedures

Major League Baseball is required to comply with the recycling rules established by the NYC Department of Sanitation. In sum, we are required to sort recycling and trash before it leaves our offices. To ensure compliance, we need everyone's cooperation as follows:

1. We strongly recommend that disposable items be brought to the nearest kitchen where they can be sorted by item type. Required signage is posted to identify recyclable items (both plastic and paper) and general trash bins. **Please note that all recyclable items must be emptied (e.g., by pouring out your drink bottle or cleaning a take-out container) before being placed in the assigned bin. Under no circumstances may recyclable items be placed in the general trash bin.** In addition to assisting with legal compliance, disposing of food in the kitchen garbage has the added benefit of minimizing unwanted odors (and potentially pests) in common work areas.
2. There will be two bins at individual workstation areas – one for recycling and one for trash. Consistent with #1 above, however, we recommend that the trash bin at individual workstation areas be used only for “light” garbage such

as tissues, gum, wrappers, coffee/drinks in non-recyclable containers, etc. **Any recyclable item must be “uncontaminated” before it is placed in your individual recycling bin.** In other words, a plastic juice or soda bottle would need to be rinsed before placement in the recycle bin, but a plastic water bottle or paper can go directly into the recycle bin.

3. Recycling bins are available in conference rooms, copy rooms, and common areas. Iron Mountain bins (*i.e.*, the “Confidential Bins”) are also available throughout the office for employee use as well.
4. To dispose of Electronic Waste (computers, monitors, keyboards, printer/scanners, televisions, phones, or anything with a circuit board) and/or Universal Waste (batteries, lamps and ballast or anything with mercury), please contact **John Lehr (x7664)** or **Victor Scarlata (x7620)** in Office Operations to arrange special collection. For disposal in Chelsea Market, Colorado, and Louisiana, please contact your onsite Office Services team or Office Manager.

Laminated reference cards are provided to all employees at each desk. Please keep in mind that these rules are based on NYC law and non-compliance may result in penalties (including fines) being levied against our office. Accordingly, it is imperative that employees are diligent about the sorting and discarding of materials in accordance with the above guidelines. Non-compliance with this policy may result in additional compliance measures or city mandates that are less convenient for employees (e.g., the removal of bins from individual workstations).

Finally, the office “Green Team” is available to assist with compliance, answer questions and, more broadly, to help plan our future environmental sustainability efforts. If you are interested in joining the Green Team or have any questions about the above guidelines, please contact Paul Hanlon (x7764) directly.

#### 4. Heating/Air Conditioning

Nothing should be placed on top of air conditioner or heating vents. This restricts the air flow and decreases the effectiveness of the units. Objects found covering the vents may be removed and discarded by building maintenance. The terms of our lease prohibit the use of personal space heaters. The high-power consumption of space heaters can cause a potential electrical/fire hazard. If found, personal space heaters will be removed from all workstations and offices.

#### 5. Conference Rooms

Conference Rooms are available for business meeting with constituents and for internal meetings involving more people than can comfortably fit into a private office. To avoid conflicts, Conference Rooms must be reserved in advance by using the web based online booking system, “Condeco.”

Because Conference Rooms are Major League Baseball's “showplaces” for outsiders and are often in high demand, they must be kept in neat and orderly condition. After



you use a Conference Room, you are responsible for removing all meeting materials, catering, set-ups and leaving the room in a condition ready for the next user.

## **6. Supplies**

Each Department is responsible for ordering all supplies required by the Department. Orders for office supplies should be submitted to Office Operations. A Supply Order form should be used whenever you request supplies; forms are available at all reception desks. The supplies requested will be delivered by the following day. In order to receive standard office supplies the next day, requisition forms must be completed by 3:00 PM the previous day. Some frequently used supplies including pens, paperclips, 3 ring binders, etc. are kept on site in the mailroom located on the 30th floor at 245 Park or the 5<sup>th</sup> floor main reception desk at Chelsea Market.

Chelsea Market employees can be set up with a username and password to order supplies online at WB Mason. Please contact your onsite Office Services team to set up a work account. For office supply orders in Colorado and Louisiana, please contact your onsite Office Services team or Office Manager.

## **7. Telephones**

Office telephone facilities are for business purposes. It is recognized that some personal telephone calls are necessary, but these should be kept as brief as possible. Long-distance personal toll calls should not be charged to Major League Baseball, though it is acknowledged that employees who live outside this immediate area may have occasional need to place such personal calls in emergency circumstances. Phone booths located on the 29th floor conference center area are reserved for MLB guests only.

Management reserves the right from time to time to review employee call volume and cost of long-distance calls, particularly if it appears that employees are abusing the privilege of long-distance calls for personal use.

Harassing phone calls shall not be tolerated. Any employee who receives a harassing phone call is expected to report the incident in accordance with our Anti-Discrimination and Harassment policy. Employees who violate Major League Baseball's Anti-Discrimination and Harassment Policy with respect to telephone use may be disciplined up to and including termination.

Information on the operation of our telephone system is available from Office Operations. You should become familiar with the many features the system offers.

Your telephone manner is crucial to our public image. On the telephone, you are representing Baseball. Callers will respond positively if you:

- Answer calls promptly and identify yourself by name;
- Place your caller on hold before discussing the call with someone else;
- Transfer calls carefully, explaining why you are transferring the call and providing the number to which you are transferring the call;

- Take clear and accurate messages and pass them along promptly.

## **8. Bulletin Boards**

Information of MLB business-related importance and necessity to you is posted on bulletin boards located in or near your coffee area or kitchenette. Make it a habit to thoroughly read the information that is posted or distributed. All posted material must have prior authorization from Human Resources.

## **9. Mail**

Mail protocols may vary for each office location as outlined below. However, the following protocols apply across all MLB offices:

- 1) The preferred overnight vendor is UPS.
- 2) Use of Major League Baseball postage for personal correspondence is strictly prohibited.

For any questions regarding this policy, please contact your local mailroom or Office Services staff.

### **a. New York - 245 Park Avenue**

The main mailroom is located on the 30th floor and is staffed from 8:30 AM to 6:00 PM.

Outside mail and interoffice mail is sorted here and delivered to all employees twice a day, at approximately 11:00 AM and again at 3:00 PM. Additionally, overnight envelopes, boxes, supplies and messenger packages are delivered to your desktop upon receipt by the mailroom.

The mailroom keeps an inventory of all mailing supplies including packing tape, jiffy paks, envelopes, etc. Supplies for overnight UPS courier services are also stored in the mailroom.

The mailroom staff is available to assist all Departments with bulk mailings. Because of daily volume, the mailroom should be given some advance notification of any special projects. They can be reached at extension 7580. The US postage machine is also located in the mailroom. Outgoing mail baskets are located throughout the office. The final outgoing mail pick up is at 4:45 PM.

### **b. New York - Chelsea Market**

All incoming mail and packages are delivered and divided at the 5<sup>th</sup> floor reception desk.

Outside mail and interoffice mail is sorted here and delivered to all employees twice a day, at approximately 11:00 AM and again at 3:00 PM. Additionally, overnight envelopes, boxes, supplies and messenger packages are delivered to your desktop upon receipt by the office services team.

The reception desk keeps an inventory of all mailing supplies including packing tape, jiffy paks, envelopes, etc. Supplies for overnight UPS courier services are also stored at reception.

The Office Services and Inventory and Logistics staff are available to assist all Departments with mailings. Because of daily volume, the teams should be given some advance notification of any special projects. They can be reached at extension 3444. The US postage machine is also located at the 5<sup>th</sup> floor reception desk. Outgoing mail baskets are located throughout the office at each reception desk. The final outgoing mail pick up is at 4:45 PM and the final UPS pick up is at 7:00 pm.

### **c. Colorado**

Colorado employees may receive mail and shipments to the office and any incoming mail will be delivered to your desk daily by 1pm or will be located at the reception desk for pick up. UPS is our preferred shipping partner. If you need to mail a business item, please work with the onsite Office Services team.

## **10. Overnight Mail**

We presently utilize UPS and the US Postal Service as our overnight courier service. The shipping computers are located on the 30th, 31st and 34th floors at 245 Park Avenue. Employees at Chelsea Market are set up with a UPS Campus Ship account. The mailroom or Office Services can assist in labeling all overnight USPS packages.

Overnight mail service should be used only when time is of the essence or unique and valuable materials are being shipped because the cost is much higher than regular mail.

All packages should be placed in the appropriate outgoing bins located in the mailroom. In the Chelsea Office, packages should be placed in the appropriate outgoing bins across from the 5<sup>th</sup> floor reception desk.

After 5 pm overnight letters, packages etc. can be placed in the bins located outside the mailroom prior to 7:30 PM.

Supplies are located by each shipping computer and in the mailroom.

For oversized shipments, please see a member of the mailroom staff for alternate shipping options.

## **11. Messenger Services**

All outgoing messenger service packages must be brought to the mailroom at 245 Park or the reception desk at Chelsea Market. Presently, Major League Baseball utilizes both ITS-Xpress (718-752-0757) and Avant Delivery Services (212-370-1414) for outgoing pick-ups 24 hours a day 7 days a week. For Chelsea Market, please contact the 5<sup>th</sup> floor reception desk for messenger services to be arranged.

Procedures for messenger pick up are as follows:

- a) Individuals are responsible for calling the messenger service directly with package information including the appropriate Department code.
- b) Packages should be completely prepared and ready for pick up before calling the messenger service. All packages must have complete consignee address information including the individual's name, company name, floor, etc. Please make sure your name and phone extension are on the package.
- c) Call the Building Messenger Center at (212) 878-1540. Give them the name of the messenger service picking up the package.
- d) Packages must be delivered to mailroom staff, where it will be logged in prior to messenger pick up.

After 6:00 PM, all messengers must go to the appropriate floor lobby and contact the individual requesting pick up via the lobby phone. When placing an order, the individual must give their complete phone number.

Incoming messenger deliveries must go to the Building Messenger Service.

Use of messenger services for personal matters is strictly prohibited.

## HEALTH & WELFARE PROGRAMS

This section of the Handbook highlights some features of our benefit programs and is only intended to be a brief description of the benefit programs in place at the time this Handbook is published. It does not take the place of the Summary Plan Descriptions or other applicable plan documents or insurance policies. Many of the benefits described below are governed by detailed plan documents or by specific laws. If the below descriptions are inconsistent with the governing documents, the provisions of the applicable plan document will prevail. **With the exception of any legally required benefits, Major League Baseball reserves the right to modify, amend or discontinue these benefits at any time, with or without notice.**

If you have any questions concerning your benefits, you should contact Human Resources. Employees may contact Human Resources for copies of the Summary Plan Description or informational booklets for each of our benefit offerings.

### 1. Health Benefits

Major League Baseball recognizes the importance of hospitalization and major medical benefits. Therefore, Major League Baseball currently offers active regular employees working at least 30 hours per week a comprehensive program at no cost to the employees beginning on the first day of the month coincident with or next following their date of hire. (Other employees, such as Special Project Employees and Interns, become eligible for benefits in accordance with Affordable Care Act requirements and should contact Human Resources for more details.) An eligible employee's dependents may also receive medical coverage at no cost to the employee, provided the employee enrolls them within 30 days of initial eligibility or, if later, within 30 days of a marriage or the birth, adoption or placement for adoption of a child.

Eligible regular employees who retire at or after attaining age 62 and have at least 10 years of service may be eligible for continued health coverage under the program at no cost to the retirees until such eligible retirees become Medicare eligible. Please note that Major League Baseball may discontinue or modify its retiree medical program at any time and there is no promise as to future benefits. Dependents of eligible retirees are not eligible for continued health coverage (other than continued health coverage provided under COBRA).

Please refer to your Highmark Blue Cross Blue Shield Subscriber Certificate for a complete description of the covered services and limitations of the plan.

### 2. Dental Benefits

Major League Baseball currently offers active regular employees working at least 30 hours per week dental coverage at no cost to the employees beginning on the first day of the month coincident with or next following their date of hire. In addition, an eligible employee's dependents may also receive dental coverage at no cost to the

employee, provided the employee enrolls them within 30 days of initial eligibility or, if later, within 30 days of a marriage or the birth, adoption or placement for adoption of a child.

Eligible regular employees who retire at or after attaining age 62 and have at least 10 years of service may be eligible for continued dental coverage under the program at no cost to the retirees until such eligible retirees become Medicare eligible. Please note that Major League Baseball may discontinue or modify its retiree dental program at any time and there is no promise as to future benefits. Dependents of eligible retirees are not eligible for continued health coverage (other than continued health coverage provided under COBRA).

Please refer to your MetLife Dental Booklet for a complete description of the covered services and limitations of the plan.

### **3. Vision Benefits**

Major League Baseball currently offers active regular employees vision coverage at no cost to the employees beginning on the first day of the month coincident with or next following their date of hire. In addition, an eligible employee's dependents may also receive vision coverage at no cost to the employee, provided the employee enrolls them within 30 days of initial eligibility or, if later, within 30 days of a marriage or the birth, adoption or placement for adoption of a child.

Please refer to your EyeMed Summary of Benefits Sheet for a complete description of the covered services and limitations of the plan.

### **4. Short-Term Disability**

Major League Baseball currently offers active regular employees short-term disability benefits at no cost to the employees (other than required contributions to a state disability fund) beginning on the first day of the month coincident with or next following their date of hire. Except with respect to employees in New Jersey, the UNUM administers the short-term disability program. New Jersey employees receive short-term disability benefits pursuant to the state insurance program, and eligibility for salary continuation benefits (discussed further below) is contingent upon approval of a claim for short-term disability benefits by the state program.

#### **a. Benefits**

For periods of illness or disability greater than seven consecutive days, the short-term disability program pays a percentage of your salary as required by state law. In addition, after completion of one year of service, you are eligible to receive salary continuation in an amount equal to the difference in your base pay and the amount of benefits you receive under the insurance policy for a period of time as set forth in the following table. Salary continuation is contingent upon UNUM's approval of your application for short-term disability benefits and continues only for the period that you are approved for coverage.

**Short-Term Disability Table:**

<b>Your Years of Employment *</b>	<b>Weeks at 100% of Pay</b>
Less than 1 Year	Benefits amount is stipulated under applicable state law
1 Year but less than 10 Years	Up to 13 Weeks of Pay
10 or more Years	Up to 26 Weeks of Pay

*\* Previous years of Major League Baseball service will be credited.*

Salary continuation payments will be made at the same time as regular paychecks are distributed to other employees. However, if you receive disability payments from any other source, your Major League Baseball salary continuation payments will be reduced by the amount of those payments.

**b. Other Provisions****Continuance of Health Benefits**

Your current group health and welfare benefits will continue, at no cost to you, during a qualified period of short-term disability. The duration of benefits continuation will coincide with your short-term disability benefit period based on your years of service with Major League Baseball (as set forth above).

**Necessary Documentation**

In all cases of illness or disability greater than seven consecutive days, you must request that your treating healthcare provider complete a claim form and deliver such form to Human Resources documenting the period of your inability to work.

**Coordination of FMLA Leave with Short-Term Disability Benefits**

Short-term disability benefits are paid concurrently with any period of available state or federal FMLA leave and do not extend the period of unpaid leave available under the FMLA policy and/or applicable state law.

**5. Long-Term Disability Policy**

Major League Baseball offers active regular employees long-term disability coverage with UNUM beginning on the first day of the month coincident with or next following their date of hire. The premium for such coverage is currently covered by Major League Baseball, so there is no cost to you.

**a. Benefits**

If you are disabled for more than 90 days (180 days for employees with 10 or more years of service), you may receive long-term disability benefits in accordance with the provisions of the plan, which may be as much as 60% of the first \$25,000 of your pre-disability monthly salary, but not to exceed \$15,000 per



month. This amount may be less if you receive income from any other source; your disability benefit payment may be reduced by the amount of those payments.

#### **b. Continuance of Health Benefits**

If you cease to be actively at work as an employee during a period of disability, you may be eligible for continuation of your health insurance coverage up until 12 months from the initial date of disability. Coverage can include medical, dental, vision and life insurances. Please contact Human Resources for details. In addition, you may be eligible to elect to continue your health benefits under COBRA, in which case you will be responsible for paying the applicable premium.

#### **c. Coordination of FMLA Leave with Long-Term Disability Benefits**

Long-term disability benefits are paid concurrently with any period of available state or federal FMLA leave and do not extend the period of unpaid leave available under the FMLA policy and/or applicable state law.

#### **d. Claims**

You and your attending physician must complete and submit a long-term disability claim form before you will receive approval of your long-term disability absence. Contact Human Resources for details.

### **6. Life and Accidental Death and Dismemberment Insurance**

<b>Basic Life Insurance</b>	<p>Eligible employees currently receive basic life insurance coverage through MetLife at no cost to the employees.</p> <p>The amount of coverage depends on your base salary. MetLife will pay a beneficiary or beneficiaries of an eligible employee with a base salary of less than \$100,000 a death benefit of 300% of the eligible employee's base salary, up to a maximum of \$300,000.</p> <p>MetLife will pay a beneficiary or beneficiaries of an eligible employee with a base salary of \$100,000 or more a death benefit of 300% of the eligible employee's base salary, up to \$1,000,000.</p>
<b>Group Variable Universal Life Insurance</b>	<p>Eligible employees with a base salary of \$100,000 or more may be eligible to purchase supplemental life insurance for themselves, their spouse and their children if approved by MetLife.</p> <p>Additional benefits are also available. For additional information, please contact MetLife at 1-</p>

	800-756-0124 or at <a href="https://mybenefits.metlife.com">https://mybenefits.metlife.com</a> .
<b>Accidental Death and Dismemberment Insurance (AD&amp;D)</b>	Eligible employees receive accidental death and dismemberment coverage through MetLife Insurance Company at no cost to the employees.  In the event of an accidental death or dismemberment, an eligible employee will receive a benefit of up to 300% of his or her basic salary, up to a maximum of \$1,000,000.

In addition to the life insurance coverage described above, Major League Baseball currently provides a death benefit for an eligible employee's spouse, an eligible employee's eligible domestic partner and/or eligible dependents who are covered dependents of the employee under the employer-sponsored group health plan at the time of the eligible employee's death. The death benefit equals one month of the eligible employee's base salary paid in accordance with Major League Baseball's payroll practices. In addition, if the eligible employee's spouse and/or dependents elect to receive continued health coverage under COBRA, Major League Baseball will pay the premiums for the first three months of such COBRA continuation coverage. Any active regular employee who elects family coverage under the group health plan is an eligible employee.

## **7. Other Disability and Health Insurance Coverage**

In addition to the foregoing disability coverage, Major League Baseball employees may be covered by state disability insurance and workers' compensation insurance as mandated by law.

## **8. Employee Assistance Program (EAP)**

Major League Baseball has established the EAP, which is a voluntary counseling resource, for its employees and their household members. Major League Baseball has contracted with the Sand Creek Group to implement, administer and maintain the EAP. The Sand Creek Group offers trained specialists who are available by phone 24 hours a day, every day, to help you with problems, concerns or questions.

The EAP provides initial assessment, additional problem-solving sessions and a referral service at no charge to you for various issues, such as stress, financial issues, marriage and family problems, alcohol or chemical abuse, work-related problems, etc. Should you decide to meet with a counselor, the Sand Creek Group will refer you to one near your workplace or home. If there is a need for long-term counseling or treatment, you and your counselor will explore the various insurance and/or payment options that are available to you.

The EAP is a strictly confidential service. No one will know you used the program unless you tell him or her. No records identifying you as a user are sent to Major League Baseball.

A phone call begins the EAP process. To talk with a counselor, call 888-243-5744.

## **9. Flexible Spending Accounts**

Major League Baseball has established flexible spending account plans to allow eligible employees to pay for certain health care and dependent care expenses with pretax dollars. These spending account plans allow you to set aside money from your paycheck, before federal taxes are deducted, in order to pay for non-reimbursable health care and dependent care expenses that you might incur during the year. The annual pretax maximum for the health care spending account is currently \$2,700. The annual pretax maximum for the dependent care account is currently \$5,000. These maximum amounts are set by law, and therefore may go up or down.

When you enroll, you must elect the amount that you wish to defer tax free for the entire plan year. Your contributions are deducted from each paycheck. Be conservative when electing a dollar amount, because you are limited in your ability to change your election. The plan year to incur expenses is January 1 through December 31. Employees are able to roll over up to \$500 of unused health care spending account funds from one plan year to be used in the following plan year.

To claim a reimbursement from either account, you must present a completed claim form along with documentation of these expenses (e.g., receipts, explanation of benefits) to our third-party administrator, Benefit Resource Inc. Our third-party administrator will approve all eligible expenses for reimbursement. You may contact Benefit Resource Inc. by calling 1-800-473-9595.

## **10. Voluntary Benefit Offerings**

Major League Baseball occasionally offers voluntary benefit programs that are paid for 100% by our employees and are usually paid for through payroll deductions. Employees should note that Major League Baseball reserves the right to modify or discontinue these benefits without notice. The following programs are not sponsored by Major League Baseball and are not employee benefit plans protected by federal law. Major League Baseball permits the vendors of these programs to offer them to you, and will deduct any premium costs from your paycheck, if you so authorize. However, Major League Baseball makes no recommendation about whether you should elect to participate in any of these programs.

Voluntary benefit offerings as of the publishing of this Handbook include:

- Discounted Gym Membership
- Voluntary Accidental Death & Dismemberment (AD&D) Coverage
- Discounted Auto and Homeowner's Insurance

- Commuter Program
- Tuition Assistance

Employees should contact Human Resources to get further details on any of these voluntary benefit offerings.

## RETIREMENT PROGRAMS & SERVICES

This section of the Handbook highlights some features of our retirement programs. It does not take the place of the Summary Plan Descriptions or other applicable plan documents or insurance policies. Summary Plan Descriptions are included in the plan booklets/materials distributed to all employees eligible to receive benefits. The Summary Plan Descriptions, however, do not contain all the details of these retirement programs. Those details are contained in the official plan documents, which govern your benefit rights and are available for review through Human Resources. **With the exception of any legally required benefits, Major League Baseball reserves the right to modify, amend or discontinue these retirement programs at any time, with or without notice.**

If you have any questions concerning your benefits, you should contact Human Resources. Employees may contact Human Resources for copies of the Summary Plan Description or informational booklets for each of our retirement offerings.

### 1. 401(k) Plan

One way to build the kind of future you dream about is contributing to the Major League Baseball 401(k) Plan and Trust. Social Security benefits and other sources of personal saving provide a portion of the income you will need in the future; the 401(k) Plan is another way to build your nest egg. Fidelity Investments is the record keeper of this program. The 401(k) Plan permits you to:

- defer up to 100% of your annual pay, not to exceed the annual amount allowed under IRS regulations, in a tax-favored way;
- invest in a diverse group of investment options;
- change your deferral and/or investment elections at any time; and
- borrow from your account balance in times of need. The following is a summary of the loan provisions:
  - a) You may borrow up to 50% of the amount you have contributed to the Plan, plus any money you may have rolled over from a prior plan.
  - b) Your loan must be for at least \$1,000, and may not to exceed \$50,000;
  - c) You may have only one outstanding loan at a time.
  - d) Your interest rate will be set at prime plus (+) one percent.
  - e) Apply for a withdrawal due to financial hardship or an in-service withdrawal upon attainment of age 59 1/2

Regular employees and certain special project employees are eligible to participate in the 401(k) Plan. Regular employees are immediately eligible to participate in the 401(k) Plan, but eligible Special Project Employees must work 1,000 hours in their initial anniversary year before participation in the 401(k) Plan can begin. If the required number of hours is not worked in the initial anniversary year, 1,000 hours

must be worked in a subsequent calendar year before participation can begin. Human Resources will notify Special Project Employees of their eligibility to participate once they have accrued the required number of hours.

Once you are eligible to participate you will be on track to be automatically enrolled in the 401(k) plan at a 3% pre-tax deferral and will be notified by Fidelity Investments, record keeper for the 401(k) Plan. There is an election period that starts 35 days prior to your automatic enrollment date. During the election period you are allowed to decline participation or change deferral percentage and your investment election. If you do not take action within the election period you will be automatically enrolled at a 3% pre-tax deferral and will be invested in the 401(k) plan default investment election. Once you begin to contribute to the 401(k) Plan you may increase or decrease your contribution elections and change your investment elections at any time.

Subject to the complete terms of the plan, Major League Baseball will make annual contributions to those eligible employees **hired or rehired on or after January 1, 2016**, provided the employee remains an active employee through December 31<sup>st</sup> of the calendar year. These contributions will be made each year even if the eligible employee elects not to contribute to the 401(k) Plan.

The following chart represents the percentage of the employee's base pay that will be contributed by Major League Baseball to the 401(k) Plan for each year of service commencing with the employee's Plan Entry Date.

<b>Year of Service</b>	<b>Automatic Employer Contribution</b>
1-4	6% per year
5	7.5%
6	9%
7	10.5%
8	12%
9	13.5%
10+	15%

Annual contributions are determined by multiplying the appropriate contribution rate based on your years of service by the amount of salary you earn during the year, beginning on your Plan Entry Date. If you are an eligible regular employee, your Plan Entry Date is the January 1<sup>st</sup> or July 1<sup>st</sup> next following or coincident with your date of hire. If you are an eligible Special Project Employee, your Plan Entry Date is the

January 1<sup>st</sup> or July 1<sup>st</sup> next following or coincident with your completion of 1,000 hours worked in either your first anniversary year or a subsequent calendar year.

For example, Alan is a regular employee who is hired on April 1, 2017. His Plan Entry Date will be July 1, 2017. From July 1, 2017 through December 31, 2017 Alan receives \$37,500 in base salary. Provided he remains employed on December 31, 2017, his contribution from Major League Baseball for the 2017 plan year will be \$2,250, which is 6% of his base salary earned from July 1, 2017, until December 31, 2017.

Please note that the amount of salary used for calculating the employer contribution is subject to an annual limit that is set by the IRS. In 2019, the limit is \$280,000. This limit may increase in future years based on inflation. Also, the combination of employee deferral contributions and employer contributions is subject to an annual limit that is set by the IRS. In 2017, the limit is \$56,000. This limit may increase in future years based on inflation. "Catch up" contributions are not taken into consideration when determining whether you exceeded your annual contribution limit. You should contact the Human Resources Department or Fidelity if you have concerns about exceeding your annual limits in any year.

You are always 100% vested in any money that *you* contribute to the 401(k) Plan. Employer contributions, however, are vested as follows:

- 1 Year of Vesting Service – 20% vested
- 2 Years of Vesting Service – 40% vested
- 3 Years of Vesting Service – 60% vested
- 4 Years of Vesting Service – 80% vested
- 5 Years of Vesting Service – 100% vested

Your vested portion of your employer contributions is the portion that is non-forfeitable. If you are a regular employee, you will receive a year of Vesting Service for any calendar year in which you work at least one day in six separate months. If you are an eligible Special Project Employee, you will receive a year of Vesting Service for any calendar year in which you work 1,000 or more hours.

Once enrolled in the 401(k) Plan, you may access your account by calling Fidelity, Monday through Friday, at 1-800-343-0860, 8:00 AM to midnight EST or visiting <http://netbenefits.fidelity.com>. If you have not set up a personal identification number to access your account on the web, call the 800 number first.

## 2. Pension Plan

Major League Baseball has a defined benefit pension plan – the Office Employees Plan (the Plan) for **employees hired prior to January 1, 2016**. If you earned a benefit under the Plan, upon your retirement or termination from Major League Baseball, you may either:

- Receive monthly income;
- Receive a one-time lump-sum payment; or



- Elect to defer the benefit until a later date.

The benefits under the Plan are funded entirely with employer contributions. You are not required (or permitted) to make any contributions to the Plan.

The following is only a brief description of the Plan. For more information, please refer to the summary plan description of the Plan.

#### **a. Eligibility**

If you are a regular employee, hired prior to January 1, 2016, you will be eligible to participate in the Plan on the first of the month after you have turned age 21 and have completed one year of service. You will be given service credit retroactive to your date of hire once you have completed one year of service.

Certain Special Project Employees are eligible to participate in the Plan provided that such employees are age 21 or older and have worked the required number of hours within a 12-consecutive month period.

#### **b. Vesting**

To "vest" in your benefits under the Plan means you have a non-forfeitable right to your benefits. You become vested in Plan benefits by accumulating vesting service. Vesting service measures the years and months between your date of employment in Baseball and the date that your service in Baseball terminates (service in Baseball for vesting purposes includes employment with any of the Clubs or their affiliates). This period includes any employer-sponsored leaves of absence due to disability or military service (to the extent required under Federal pension law) that occur before your Baseball service ends. The following is a chart to determine your vesting percentage:

<b><u>Completed Years of Vesting Service</u></b>	<b><u>Vested Percentage</u></b>
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5	100%

**If you are a regular employee, you will receive a year of Vesting Service for any calendar year in which you work at least one day in six separate months. If you are an eligible Special Project Employee, you will receive a year of Vesting Service for any calendar year in which you work 1,000 or more hours.**

### c. Plan Benefits

The Plan will not pay a benefit until after you have filed an application for your benefit with the Pension Committee. When the Plan will begin to pay your benefit depends on the date you terminate employment with Baseball.

- **Normal Retirement Date:** If you retire from Baseball on your sixty-fifth birthday, your Retirement Date is the first day of the month next following your termination of employment.
- **Early Retirement Date:** If you retire on or after attaining age 55, prior to attaining age 65, and you have accrued five years of service, your Early Retirement Date is the first date of the month following or coincident with your termination of employment.
- **Vested Termination Retirement Date:** If you terminate employment with Baseball prior to attaining age 55 or prior after attaining age 55 but prior to accruing five years of service, your Vested Termination Date is the first day of the month following your termination of employment.
- **Deferred Retirement Date:** If you retire after attaining age, your Retirement Date is the first day of the month next following your termination of employment.

The amount you will receive is based on your retirement date; your vested percentage; the Plan formula, which takes into account such factors as earnings, length of service, age; and the form of payment governing your benefits.

If you retire on your Normal Retirement Date, the current Plan benefit formula provides for an individual annual benefit equal to:

2.5% (X) final five-year average earnings (X) first 15 years of credited service  
 Plus  
 1.5% (X) final five-year average earnings (X) each year of credited service over 15  
 (not to exceed 32 years total)

**Example:**

Assume you retire at age 65 with 20 years of credited service and final average earnings of \$65,000.

2.5%	X	\$65,000	x	15	=	\$24,375
Plus (+)						
1.5%	X	\$65,000	x	5	=	<u>4,875</u>
<b>Total</b>						<b>\$29,250</b>

This is an annual benefit amount paid for life with a ten-year certain guarantee.

If you terminate service after you have become vested, but before your Normal Retirement Date as either an early retiree (age 55 with 5 years of service) or a terminated vested employee, you are entitled to a benefit. Your benefit is calculated under the Plan formula based on your final average earnings when your service ends and the credited service you would be expected to have at your Normal Retirement Date (maximum 32 years) if you had remained employed until your Normal Retirement Date. Your formula benefit is then reduced, based on your actual service at termination as shown on the next page:

$$\begin{array}{l} \text{Benefit formula (using} \\ \text{credited service to your} \\ \text{projected retirement date to} \\ \text{a maximum of 32 yrs.} \end{array} \quad \mathbf{X} \quad \frac{\text{Total credited service at termination}}{\text{Potential credited service at normal retirement}}$$

**Example:**

Assume you leave at age 45 with 15 years of service of credited service and final average earnings of \$60,000.

2.5%	x	\$60,000	x	15	=	\$22,500	
		<b>Plus (+)</b>					
1.5%	x	\$60,000	x	17	=	<u>\$15,300</u>	
		<b>Total</b>				<b>\$37,800</b>	<b>= Formula Benefit (based on projected service)</b>
						<hr/>	
		<b>\$37,800</b>	x	<b>15/35</b>	=	<b>\$16,254</b>	<b>= Benefit (adjusted for actual service)</b>

This is an annual life annuity benefit with a ten-year certain guarantee paid as of your normal retirement date.

If you choose to commence your benefit prior to your Normal Retirement Date, your benefit will be reduced as follows:

- Early retirees (i.e. retirement after age 55 with at least five years of credited service) - reduced 6% per year from age 62 to your commencement date
- Vested terminated employees – benefits will be actuarially reduced from age 65 to your commencement date

**d. Forms of Payment**

If you are not married on the date benefits commence, your pension will be paid in the form of a life annuity with a ten-year certain guarantee, unless you elect otherwise. Upon your death, there would be no lifetime survivor's pension;

however, the balance of payments due under the ten-year certain guarantee, if any, would be paid to your named beneficiary. You may waive this automatic form of plan payment and, instead, elect one of the other plan payment options. This election must be made in writing and should be received by the Plan Administrator at least 30 days and no more than 180 days before your benefits are to begin.

If you are married on the date your benefits commence, your pension will generally be paid in the form of a joint & survivor annuity with your spouse. This provides a lifetime pension for you and then continues an amount equal to 50% of your pension, unless you elect otherwise as described herein, to your eligible surviving spouse for his or her lifetime. If you wish to waive this automatic form of plan payment, you may do so, and, thus, elect one of the Plan's other payment options. If you wish to choose an option other than a Joint & Survivor Annuity, you must secure the written, notarized approval of your spouse and submit it along with your written notice of intent to the Plan Administrator at least 30 days and no more than 180 days before the scheduled commencement of your benefits.

If you wish to waive the automatic form of payment you may choose one of the following optional methods of payments:

#### **Married Participants**

- Life Annuity - payments are made to you in equal monthly installments for your lifetime with no payments being made to anyone after your death.
- Life Annuity with a Ten-Year Certain Guarantee - payments are guaranteed for a minimum of 120 months. You will receive the payments for the duration of your lifetime; however, if you should die before receiving 120 payments, the balance of the payments will be paid to your named beneficiary.
- Joint & Survivor Annuity - your retirement benefit is reduced so that upon your death between 50% and 100% of your monthly benefit, as you elect, will be continued to your joint annuitant upon your death.
- One Time Lump-Sum Payment - this payment is the actuarial equivalent of your monthly benefit that would have otherwise been paid to you. Once this payment is made, no benefits will be paid thereafter.

#### **Non-Married Participants**

- Life Annuity - payments are made to you in equal monthly installments for your lifetime with no payments being made to anyone after your death
- Joint & Survivor Annuity - your retirement benefit is reduced so that upon your death between 50% and 100% of your monthly benefit, as you elect, will be continued to your joint annuitant upon your death.
- One Time Lump-Sum Payment - this payment is the actuarial equivalent of your monthly benefit that would have otherwise been paid to you. Once this payment is made, no benefits will be paid thereafter.

At the time of benefit commencement, if the actuarial equivalent of your pension is less than \$1,000, your benefits will automatically be paid in the form of a one-time lump-sum distribution.

Please note that if you are entitled to a vested benefit under the Plan, you may elect an earlier benefit commencement date as to receive your benefit on the first day of the month following your termination of employment, rather than at retirement (age 65). Such an election must be made at least 30 days and no more than 180 days before the benefit commencement date.

### **Preretirement Death Benefits**

In addition to survivor's benefits during retirement, the Plan also provides benefit protection in the event you die before retirement, but after you are vested (in whole or in part) in the Plan benefits. If you are married at the time of your death, the preretirement death benefit will be paid to your spouse. If you are not married at the time of your death, the preretirement death benefit will be paid to your designated beneficiary. If you are not married on your date of death and you have not properly designated a beneficiary to receive the preretirement death benefit on a form approved by the Plan Administrator, or if you are married and you and your spouse die simultaneously, this benefit will be paid in accordance with the Plan provisions.

The preretirement death benefit is equivalent to the survivor portion of the death benefit calculated under the Joint & 100% Survivor Annuity. Your beneficiary can generally elect to defer commencement of the preretirement death benefit, but not beyond the date on which you would have reached age 65. Your beneficiary will be paid a lump sum benefit in lieu of a pension, if the actuarial equivalent of the preretirement death benefit is less than \$5,000.

**Note: The above information is a brief summary of the Pension Plan. If you would like additional information, please refer to your Summary Plan Description. The Summary Plan Description, however, does not contain all the details of your pension benefits. Those details are contained in the official plan document, which governs your benefit rights and is available for review through Human Resources. Should you require any clarification of plan provisions or have any questions regarding your participation in the Plan, feel free to contact the Human Resources Department.**

<b>FORMS</b>
--------------

## **Exhibit 1: Employee Handbook Acknowledgement and Disclaimer**

I, \_\_\_\_\_, acknowledge that I have received a copy of the Major League Baseball Employee Handbook and have read it carefully. I understand its rules, policies, terms and conditions, and agree to abide by them. I also understand that these policies and procedures are continually evaluated, and that Major League Baseball, in individual cases or more generally, may make changes or terminate any of the policies and plans described herein at any time, in accordance with applicable law.

I also understand and agree that this Handbook is not a contract of employment and does not modify the employment-at-will relationship with Major League Baseball. In that regard, I understand that I, like Major League Baseball, retain the right to terminate my employment at any time, with or without cause.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



## **Exhibit 2: CODE OF CONDUCT ACKNOWLEDGMENT**

### **TO BE COMPLETED BY ALL EMPLOYEES OF MAJOR LEAGUE BASEBALL**

I certify that I have received, read and understand the Major League Baseball Code of Conduct, and will abide by all principles, standards and procedures stated therein.

I further certify that I have complied with the principles, standards and procedures set forth in the Code of Conduct or I have fully disclosed all material instances of non-compliance to a Compliance Officer.

I also understand and agree that the Code of Conduct is not a contract of employment and does not modify the employment-at-will relationship with Major League Baseball. In that regard, I understand that I, like Major League Baseball, retain the right to terminate my employment at any time, with or without cause.

---

Employee's Signature

---

Employee's Name (Print)

---

Date

**Exhibit 3: Gift Reporting Form**

<b>SECTION 1: Gift Reporting Form</b>		
<b>Employee Information</b>		
<b>Employee Name:</b>		
<b>Employee Title:</b>		
<b>Employee Department:</b>		
<b>Gift Details</b>		
<b>Description or Type of Entertainment or Gift:</b>		
<b>Nature of Gift:</b>		
<b>Estimated Value:</b>		
<b>Gift Received From (Name/Title/Company):</b>		
<b>Date Gift Received:</b>		
<b>Describe Occasion or Purpose:</b>		
<b>Employee Signature:</b>		<b>Date:</b>
<b>SECTION 2: Approvals</b>		
<b>Immediate Supervisor Signature:</b>		<b>Date:</b>
<b>HR Department Signature:</b>		<b>Date:</b>
<b>Department Head Signature:</b>		<b>Date:</b>

### Exhibit 4: Tuition Assistance Program Form

**Note:** Even if you have been approved for the Tuition Assistance Program, not every course that you are required to take by your educational institution may be approved for reimbursement. You should submit the Tuition Assistance – Course Form (Exhibit 5) prior to taking a course to ensure that the course(s) is eligible for reimbursement based on Tuition Assistance program criteria. Should the course(s) not be approved you will not be reimbursed for the course costs even though you have been approved for the program.

<b>SECTION 1: Employee Request Form</b>			
<b>Employee Information</b>			
<b>Name:</b>			
<b>Title:</b>			
<b>Department:</b>			
<b>Department Head:</b>			
<b>Briefly Explain Current Duties of Your Position:</b>			
<b>Institution Data</b>			
<b>Name of Institution:</b>			
<b>Address:</b>			
<b>City/State/Zip:</b>			
<b>Degree Information</b>			
<b>Title:</b>		<b>Major:</b>	
<b>Credits Required:</b>		<b>Total Est. Cost:</b>	
<b>State relationship of program or degree to your current position or career:</b>			
<b>Employee Signature:</b>			
<b>Date:</b>			

*(Page 1 of 2, Tuition Program Form)*

<b>SECTION 2: Management Review</b>			
<b>Management Comments</b>			
1.	Does program or degree maintain or improve the employee's skills in current field of concentration?	Yes	No
2.	Does the program or degree aid in the employee's career development?	Yes	No
3.	Does program or degree assist employee's development as a result of performance appraisal action plans?	Yes	No
<b>Please provide a brief explanation:</b>			
<b>SECTION 3: Management Approvals</b>			
<b>Immediate Supervisor:</b>	Approved	Not Approved	
<b>Immediate Supervisor Signature:</b>		<b>Date:</b>	
<b>Department Head:</b>	Approved	Not Approved	
<b>Department Head Signature:</b>		<b>Date:</b>	
<b>FOR USE BY HUMAN RESOURCES DEPARTMENT ONLY</b>			
<b>Final Approval for Reimbursement by Human Resources Department</b>			
<b>HR Approval:</b>	Approved	Not Approved	
<b>Comments:</b>			
<b>HR Signature:</b>		<b>Date:</b>	
<b>HR Signature (Print):</b>		<b>HR Title:</b>	

(Page 2 of 2, Tuition Program Form)

## Exhibit 5: Tuition Assistance Course Form

**Note:** Even if you have been approved for the Tuition Assistance Program, not every course that you are required to take by your educational institution may be approved for reimbursement. You should submit this form prior to taking a course to ensure that the course(s) is eligible for reimbursement based on Tuition Assistance program criteria. Should the course not be approved you will not be reimbursed for the course costs even though you have been approved for the program.

SECTION 1: Employee Request Form	
Employee Information	
<b>Name:</b>	
<b>Title:</b>	
<b>Department:</b>	
<b>Department Head:</b>	
<b>Briefly Explain Current Duties of Your Position:</b>	
Institution Data	
<b>Name of Institution:</b>	
<b>Address:</b>	
<b>City/State/Zip:</b>	
Course Information	
<b>Name of Course:</b>	
<b>Course Name:</b>	
<b>Course Dates:</b>	
<b>Est. Cost of Course:</b>	
<b>If receiving G.I. Benefits or other education subsidy, list amounts and sources:</b>	
<b>Employee Signature:</b>	
<b>Date:</b>	

**\*Attach course description, syllabus or other course materials with completed form\***  
*(Page 1 of 2, Tuition Course Form)*

## **Exhibit 6: MLB's Drug Policy & Prevention Program**

Major League Baseball's Drug Policy and Prevention Program covers all employees and independent contractors of Major League Clubs at both the Major and Minor League level with the exception of Players and Major League Umpires who are covered by separate policies. The Program also covers all employees and independent contractors of the Office of the Commissioner of Baseball, MLB Properties, MLB Advanced Media, MLB Online Services, MLB Network, the Dominican Republic Office, and all other entities operated by Major League Baseball. Individuals covered by this Program are collectively referred to as "Covered Individuals". Details of the Drug Policy and Prevention Program can be found in this Handbook section. Please note that the Drug Policy and Prevention Program is updated on an annual basis, and the most recent version can be obtained by contacting the Labor Relations Department.

With respect to New Jersey-based employees, however, the Commissioner's Office will not be conducting random drug testing under Section 6 of the Program (unless such random testing is conducted as part of a follow-up testing program after a positive reasonable cause test). All other provisions of the Program will be enforced in their entirety in New Jersey, including drug testing when there is reasonable cause to believe that an employee has engaged in the use, possession, distribution or sale of a Prohibited Substance.

Adherence to MLB's Drug and Prevention policy is considered as a part of the Code of Conduct and employees are subject to disciplinary action, up to and including termination of employment, for violation of both the Code of Conduct and MLB's Drug and Prevention Policy.

## Exhibit 7: Arbitration Agreement & Class Action Waiver

### ARBITRATION AGREEMENT & CLASS ACTION WAIVER

Major League Baseball believes that if a dispute related to employment arises, it is in the best interests of both the employee and Baseball to resolve the dispute without litigation. **This Agreement is a contract between Major League Baseball and you to arbitrate claims and to waive any right to a trial by jury with regard the claims covered by this Agreement.** Your continued employment with Major League Baseball after receiving a copy of this Agreement is contingent upon, and consideration for, your agreement to arbitrate claims under this Agreement. By accepting or continuing employment with Major League Baseball after receiving a copy of this Agreement, you are agreeing to arbitrate claims in accordance with this Agreement.

1. Should any dispute between you and Major League Baseball arise at any time out of any aspect of the employment relationship, including, but not limited to, your hiring, performance or termination of employment with Major League Baseball, you and Major League Baseball will confer in good faith to resolve promptly such dispute. In the event that you and Major League Baseball are unable to resolve the dispute, both you and Major League Baseball agree to have the dispute resolved by final and binding arbitration.
2. This Agreement covers all employment-related Covered Claims (as defined below), excluding those set forth in Paragraph 3 of this Agreement, that you have or in the future may have against Major League Baseball or its current or former partners, principals, employees, officers, agents, directors, affiliates, subsidiaries or sister companies, or that Major League Baseball has or may have against you.
  - a. For purposes of this Agreement, "Major League Baseball" and "Baseball" refer to all of the following:
    - Office of the Commissioner of Baseball
    - MLB, Advanced Media
    - Major League Baseball Properties, Inc.
    - Baseball Assistance Team
    - Major League Baseball Aces, LLC.
    - Major League Baseball Urban Youth Foundation
    - MLB, Online Services
    - Tickets.com, LLC
  - b. "Covered Claims" include all claims which arise out of or relate to your employment or separation from employment with Major League Baseball, including but not limited to: claims for wages, bonuses, incentive compensation or other compensation; claims for breach of any contract or



covenant (express or implied); tort claims; whistleblower claims; claims for violations of confidentiality or breaches of trade secrets; claims for retaliation, harassment ( or discrimination; claims for benefits (except as provided in Paragraph 3 below); and claims for any violation of any federal, state, or local law, statute, ordinance, regulation, constitution, or common law rule or decision, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the Occupational Safety and Health Act, and any other federal, state or local statute, ordinance, regulation, constitution, or common law rule or decision regarding employment discrimination, civil rights, human rights, wages, terms and conditions of employment, or termination (including manner of termination) of employment, all as amended.

3. This Agreement does not cover, and the following claims are not subject to arbitration under this Agreement: (a) any criminal complaint or proceeding, (b) any claims covered by state unemployment insurance, state or federal disability insurance, and/or state workers' compensation benefit laws, except for claims for retaliation pursuant to those laws, (c) claims for benefits under plans governed by the Employee Retirement Income Security Act of 1974 ("ERISA"); and (d) claims that are prohibited from being subject to mandatory arbitration, pursuant to applicable federal, state and local law. This Agreement also does not cover any action seeking only emergency, temporary or preliminary injunctive relief in aid of arbitration, brought in a court of competent jurisdiction in accordance with applicable law. You further understand that this Agreement does not preclude you from filing an administrative claim or charge with the Equal Employment Opportunity Commission ("EEOC") and/or other federal, state or local agencies to investigate alleged violations of laws enforced by the EEOC or those agencies. However, if you would otherwise have a right to assert or file a civil action concerning any Covered Claim submitted to such federal, state or local agency (for example, should informal resolution efforts or mediation before such agency fail), binding arbitration under this Agreement will be the sole and exclusive forum for pursuing any such claim or controversy.
4. All Covered Claims shall be pursued on an individual basis only and not as a plaintiff or class member in any purported class, collective, or representative proceeding. Pursuant to this Agreement, an arbitrator shall not have the authority, jurisdiction, or power to hear, conduct, or process the arbitration as a class, collective, or representative action or to consolidate your claims with the claims of any other individual in one proceeding absent mutual consent of both you and Major League Baseball. **As such, you hereby waive your right to commence, join, be a party to, maintain, participate in, or receive money from any class, collective, or representative proceeding or action against Major League Baseball.**
5. You and Major League Baseball agree that the Arbitration shall be conducted by a single arbitrator provided by JAMS, an impartial third-party arbitration provider. Except as otherwise mutually agreed to by the parties, the arbitration will be subject

to the JAMS Employment Rules & Procedures (the “Rules”), to the extent the Rules do not conflict with the terms of this Agreement, and to the fee schedule in effect at the time the claim is filed with JAMS. To obtain a copy of the Rules and the fee schedule in effect, or for general inquiries regarding the dispute resolution process, JAMS can be contacted at 1-800-352-5267 or online at [www.jamsadr.com](http://www.jamsadr.com). Arbitration under this Agreement shall be held in New York, NY unless otherwise agreed to by the parties.

6. To make a request for arbitration under this Agreement, either you or Major League Baseball must submit a written request to the other. A written request from you to Major League Baseball must be sent by registered mail to the Deputy Commissioner, Baseball Administration & Chief Legal Officer. A written request by Major League Baseball to you will be sent by registered mail to the last address contained in your personnel record. You are at all times responsible for ensuring that your contact information, including mailing address, is accurate and up-to-date.
7. The arbitrator’s decision will be in writing and contain a detailed recital of the arbitrator’s reasoning. The arbitrator may grant any remedy or relief that would have been available to the parties had the matter been heard in court, including the award of monetary damages, attorneys’ fees, and injunctive relief, except that the arbitrator shall not have the authority to disregard or refuse to enforce any lawful Major League Baseball policy, and the arbitrator shall not order or require Major League Baseball to adopt a policy not otherwise required by law which Baseball has not adopted. The decision will be final and binding upon the parties, and appeal of the decision to a court shall be limited as provided by law. Judgment upon the award may be entered in any court having jurisdiction.
8. Major League Baseball will be responsible for paying any filing fee relating to any arbitration of covered claims under this Agreement, provided, however, that if you are the party initiating the claim, you will contribute an amount equal to the filing fee to initiate a claim in a court of general jurisdiction in New York state. All ordinary and reasonable administrative expenses of the arbitration, including arbitrator and hearing room fees, will be paid by Major League Baseball, except that Baseball will not pay for fees or costs incurred where there is deliberate or inappropriate delay or absence caused by you or your counsel, as permitted by applicable law. The fees and expenses of any witness, expert, consultant, or other party or service retained or called during the arbitration shall be paid by the party requiring the presence of such person. Except as otherwise provided by law, all attorney’s fees shall be paid by the party that incurs them.
9. Arbitration proceedings will be treated as confidential. Except as necessary to enter judgment upon an arbitration award as required by law, arbitration proceedings and information exchanged or submitted in such proceedings shall be treated as confidential, unless such information is already public in nature (and not due to disclosure by a party in violation of a preexisting confidentiality obligation). Nothing herein, however, shall be deemed to preclude you or Major League Baseball from disclosing information as may be required by law, court order or pursuant to a valid

subpoena, or to a government agency in connection with a charge or investigation it is conducting.

10. Except as provided herein, arbitration shall be the sole, exclusive, and final remedy with respect to Covered Claims. **Except as otherwise required by law, neither you nor Major League Baseball will be permitted to pursue court action regarding any Covered Claim and both you and Major League Baseball are waiving any right to a jury trial for any Covered Claim.** This Agreement shall remain applicable even if you are no longer employed by Major League Baseball at the time the procedures are utilized so long as the dispute is a Covered Claim.
11. This Agreement shall be governed by and construed in accordance with the law of the State of New York. Any disputes arising out of or relating to the interpretation or application of this Agreement, including its enforceability or validity, shall be decided by an arbitrator and not by a court or judge.
12. Except as otherwise set forth herein, this Agreement contains the complete understanding between you and Major League Baseball on the subject matter of this Agreement. This Agreement cannot be modified or terminated except by a writing signed by you and an authorized representative of Major League Baseball.
13. If any provision (or aspect of any provision) of this Agreement is determined by an arbitrator, court or government agency to be illegal, void or otherwise unenforceable, in whole or in part, such determination will not affect the validity of the remainder of this Agreement. All other provisions (and aspects of such provisions) will remain in full force and effect, and the illegal, void, overbroad or unenforceable provision (or aspect of the provision) shall be enforced to the maximum extent permitted by law. A court of competent jurisdiction or an arbitrator shall have the authority to modify and/or "blue pencil" this Agreement in order to render it enforceable and to affect the original intent of the parties to the fullest extent permitted by law.
14. This Agreement does not alter the "at will" nature of your employment relationship with Major League Baseball. This Agreement does not require that Major League Baseball initiate arbitration before taking corrective action of any kind, including termination of employment.

By signing below, you affirm that you have fully read and understand this Agreement and that you are agreeing to accept this change in policy. You understand that your continued employment, and Major League Baseball's agreement to the terms set forth above, are consideration for your agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Exhibit 8: Outside Work or Business Activity Approval Form

**Employees must obtain approval (via this form) before engaging in work or business-related activities outside of Major League Baseball, including:**

- Providing services for pay, as an employee, consultant, independent contractor, freelancer, or otherwise.
- Teaching a course at an educational institution.
- Serving on a board of directors of a non-profit entity.
- Creating for publication or publicly distributing an external work product (e.g., a book, article, op-ed piece, or blog).
- Creating or running a website or social media site.
- Having a passive investment or ownership interest in a business unrelated to Major League Baseball.

**Employees are prohibited from participating in following outside activities:**

- Providing work or services of any kind (including consulting), either with or without pay, outside of the Major League Baseball, for any Major League Baseball business partner, player, agent, team executive, game official, or any entity or individual who owns, operates, or is employed by a Major or Minor League Baseball team.
- Speaking at an event for pay, honoraria, or other compensation.
- Serving on a board of directors, other governing committee of, or in any executive capacity for a for-profit business.

Employee Information			
<b>Name:</b>		<b>Date of Hire:</b>	
<b>Title:</b>		<b>Department:</b>	
Outside Work Or Business-Related Activity Information			
<b>Name of Outside Employer or Enterprise:</b>			
<b>Employee's Relationship to Employer or Business Activity (e.g., employee, owner, director):</b>			
<b>State the name(s) of any other MLB employees involved in the same outside work or activity:</b>			
<b>Describe the type of work or activity the employee would be engaged in and the entity or organization:</b>			
<b>Proposed Start Date:</b>			
<b>Proposed End Date:</b>			
<b>Hours Per Week:</b>			
Approved By:			
<b>Employee's Manager:</b>		<b>Date:</b>	
<b>Department Head:</b>		<b>Date:</b>	
<b>Compliance Officer:</b>		<b>Date:</b>	

**Exhibit 9: Complaint Form for Reporting Sexual Harassment**

<b>Complainant Information</b>	
<b>Complainant Name:</b>	
<b>Job Title:</b>	
<b>Work Address:</b>	
<b>Work Phone:</b>	
<b>Select Preferred Communication Method:</b>	<input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> In-Person
<b>Supervisory Information</b>	
<b>Immediate Supervisor's Name:</b>	
<b>Supervisor's Title:</b>	
<b>Work Address:</b>	
<b>Work Phone:</b>	
<b>Complaint Information</b>	
<b>1. Your complaint of Sexual Harassment is made about:</b>	
<b>Name:</b>	
<b>Job Title:</b>	
<b>Work Address:</b>	
<b>Work Phone:</b>	
<b>Relationship to you:</b>	<input type="checkbox"/> Supervisor <input type="checkbox"/> Co-Worker <input type="checkbox"/> Subordinate <input type="checkbox"/> Other
<b>2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.</b>	

<b>1. Date(s) sexual harassment occurred:</b>	
<b>Is the sexual harassment continuing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:</b>	
<i>The questions below are optional but may help the investigation.</i>	
<b>5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?</b>	
<b>If you have retained legal counsel and would like us to work with them, please provide their contact information.</b>	
<b>Complainant Signature</b>	
<b>Signature:</b>	
<b>Date:</b>	

### Exhibit 10: Request for Major League Baseball Club Non-Playing Personnel Therapeutic Use Exemption (“TUE”)

Only Covered Individuals who are subject to a mandatory test (See Section 6.b of the Program) should complete this form.

**Please complete ALL sections and send to Dr. Bryan Smith** by e-mail (Bryan.Smith@mlb.com) or by fax (336-882-7127). Dr. Smith can also be reached by phone at 336-460-1935.

Club Personnel Information			
Last Name:		First Name:	
Address:			
E-mail:		Cell Phone:	
Club:		Position:	
DOB:			
Medical Information			
Prescribing Physician's Name:			
Address:			
Phone Number:		E-mail or Fax:	
Medical Condition or Diagnosis:			
<b>Medication(s) on the Prohibited Substances List for Which Requesting a TUE:</b>			
1.			
2.			
TUE Information			
New TUE?	Yes/No	Renewal TUE?	Yes/No
Year of Most Recent TUE:			

**Important Notice:** If you are subject to a mandatory test and use any Prohibited Substance before receiving a TUE, you run the risk of violating the Program should the TUE request ultimately be denied.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Exhibit 11: MLB Mobile Device Policy Acknowledgement

I have read and understand the Mobile Device Policy and agree to it. I agree to have mobile device management software installed on my mobile device and understand that the data on my mobile device may be erased and the device returned to factory settings if lost or stolen or if my employment is terminated, resulting in a loss of the corporate and personal information stored on the device. I understand that backing up the information stored on the mobile device is my responsibility.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

For company provided devices, the employee acknowledges receipt of the device(s) as identified below:

Description	Serial Number	Date

<b>STATE ADDENDA</b>
----------------------

## **Addendum 1: NJ Family Leave Act (NJFLA)**

### **1. New Jersey Family Leave Act (NJFLA)**

The New Jersey Family Leave Act ("NJFLA") provides for unpaid family leave for eligible employees working in the state. Employees working in New Jersey also may be entitled to leave under the federal Family and Medical Leave Act ("FMLA"). Employees working in New Jersey also should therefore consult Major League Baseball's federal FMLA policy for a full understanding of an employee's family and medical leave rights when working in the state of New Jersey. To the extent that leave qualifies under both policies, the leave will run concurrently and count towards both entitlements.

#### **a. Employee Eligibility**

The NJFLA provides an eligible employee with 12 weeks of unpaid leave within a 24-month period, rather than 12 weeks within a 12-month period as provided under the federal FMLA. Under New Jersey law, you are eligible for Family Leave if you:

- have been employed by Major League Baseball for at least 12 months;
- work in New Jersey (or you routinely perform some work in New Jersey and New Jersey is your base of operations or the place from which your work is directed and controlled); and
- have worked at least 1,000 hours in the preceding 12-month period.

Major League Baseball reserves the right to deny a request for NJFLA leave to an otherwise eligible employee, if the employee is among the highest paid five percent or is one of the seven highest paid employees of Major League Baseball, whichever is greater, and the leave would cause substantial and grievous economic injury to Major League Baseball's operations.

#### **b. Reasons for NJFLA Leave**

New Jersey law provides leave for any one or a combination of the following reasons:

- the care of a newly born or adopted child, as long as leave begins within one year of the date the child is born or placed with the employee, or
- to care for a family member who has a serious health condition.

#### **c. Definitions**

For purposes of this policy:

- "family member" means a child, parent, spouse or civil union partner;
- "child" includes a biological, adopted or resource family child, stepchild, foster child, legal ward, child with whom the employee has a parent-child

relationship as defined by law, or a child for whom the employee has sole or joint legal or physical custody care, guardianship or visitation;

- "parent" includes a person who is a biological, adoptive or resource family parent, step-parent, parent-in-law, legal guardian, has a parent-child relationship as defined by law, or has sole or joint legal or physical custody, care, guardianship or visitation with a child.

Unlike the federal FMLA, the NJFLA does not provide any leave for an employee's own serious health condition.

## **2. How Much NJFLA Leave May Be Taken**

The NJFLA provides an eligible employee with 12 weeks of unpaid leave within a 24-month period. The 24-month period is calculated on a rolling backward basis from the first day of the leave. Eligible employees from the same family are each entitled to the full 12 weeks of NJFLA leave, regardless of how much leave their family members may take or when then take the leave provided that they otherwise qualify for the leave.

## **3. Intermittent or Reduced Work Schedule Leave**

Leave due to the serious health condition of a family member may be taken consecutively, on a reduced schedule, or, when medically necessary, on an intermittent basis. An employee requesting NJFLA leave on an intermittent or reduced schedule basis must make a reasonable effort to schedule the leave in a way that does not unduly disrupt Major League Baseball's operations. Leave to care for a newborn or newly adopted child cannot be taken on an intermittent or reduced schedule basis, unless agreed to by Major League Baseball.

## **4. Leave That Qualifies Under Both The FMLA and The NJFLA**

Where leave qualifies under both federal FMLA and the NJFLA, such leave will be counted against the employee's entitlement under both laws. If an employee is on a federal FMLA leave for his/her own serious health condition, that time off does not count against the employee's entitlement to a family leave under the NJFLA. You will be responsible for the cost of continuing your group health benefits, unless the NJFLA leave also qualifies as FMLA leave.

## **5. Notice of Need for NJFLA Leave**

For a family or medical leave request, an employee must notify Human Resources at least thirty days prior to the effective date of the family or medical leave. Where such advance notice is not practicable, the employee should provide as much notice as is practicable.

**6. Additional Information**

For further information or clarification about NJFLA leave, please contact Human Resources.

## **Addendum 2: NJ Paid Family Leave Insurance Law**

New Jersey law provides eligible employees working in New Jersey with up to six weeks of Family Leave Insurance benefits at the rates provided under the New Jersey Paid Family Leave Insurance Law ("NJPLIL"), when they need time off to care for a family member with a serious health condition, or a newborn or newly adopted child. A family member includes a spouse, civil union partner, domestic partner, parent or child. These benefits are provided through the Temporary Disability Insurance Division of the New Jersey Department of Labor and Workforce Development. This program is financed by employee contributions, and paid to employees directly by the State, not by Major League Baseball. Thus, the State's Department of Labor and Workforce Development – not Major League Baseball – will make determinations about Family Leave Insurance benefits. Accordingly, nothing in this Handbook is intended to suggest that Major League Baseball, itself, provides any Family Leave Insurance benefits.

### **1. Employee Eligibility**

Eligibility and benefit amounts are determined by the standards of the unemployment compensation law. There is usually a one-week waiting period before benefits commence, but benefits are payable retroactively to the first day if the leave continues for three weeks. The waiting period is usually waived for employees who begin receiving family leave benefits immediately following a receipt of pregnancy-related disability benefits. Employees receiving this benefit, however, are required to use up to two weeks of any accrued, unused vacation and/or unused sick time before receiving family leave benefits.

### **2. Additional Information**

Employees should contact Human Resources for information or for clarification regarding paid family leave benefits and filing for such benefits.

### **Addendum 3: NJ Conscientious Employee Protection Act**

#### **1. Retaliation is Prohibited**

Under the New Jersey CEPA, Major League Baseball may not retaliate against an employee because he or she:

- a) Discloses, or threatens to disclose, to a supervisor or to a public body, or provides information to, or testifies before a public body regarding any Major League Baseball activity, policy, or practice the employee reasonably believes to be
  - in violation of a law, or a rule or regulation promulgated pursuant to law, including any violation involving deception of, or misrepresentation to any member, investor, customer, employee, former employee, retiree or pensioner of Major League Baseball; or any governmental entity; or
  - fraudulent or criminal, including any activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any member, investor, customer, employee, former employee, retiree or pensioner of Major League Baseball or any governmental entity;
- b) Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
  - is in violation of a law, or a rule or regulation issued under the law;
  - is fraudulent or criminal;
  - or is incompatible with the public health, safety or welfare or protection of the environment.

#### **2. Prior Written Notice**

Prior written notice to Major League Baseball of the concern is required under certain circumstances.

Where a disclosure is made to a public body, the protection against retaliation will not apply unless the employee first informs Major League Baseball of the concern in writing, and provides Major League Baseball a reasonable opportunity to correct the issue. The prior notice is not required where the employee:

- reasonably believes Major League Baseball has prior knowledge of the issue; or
- if the situation is an emergency, the employee fears physical harm if he or she provides notice to Major League Baseball.



### **3. Designated Contact**

Major League Baseball has designated the following person to answer your questions or provide information regarding your rights and responsibilities under the CEPA:

Steven Gonzalez  
245 Park Avenue  
New York, NY 10168  
(212) 931-7548  
steven.gonzalez@mlb.com

## **Addendum 4: New Jersey Domestic Violence and Sexual Violence Leave**

Major League Baseball will provide eligible New Jersey employees with up to 20 work days of unpaid leave in a 12-month period following an incident of domestic or sexual violence, if the employee or a family member of the employee is a victim of such violence.

### **1. Employee Eligibility**

To be eligible for leave under this policy, an employee must:

- have been employed by Major League Baseball for at least 12 months, and have worked a minimum of 1,000 hours in the preceding 12 months; and
- be a victim of domestic or sexual violence or have a family member who is a victim of such violence.

For purposes of this policy, “family member” means an employee’s spouse, child, parent, domestic partner or civil union partner.

### **2. Use of Leave**

An employee who is a victim of domestic or sexual violence or has a family member who is a victim of such violence may take up to 20 work days of unpaid leave during the 12-month period following an incident of domestic or sexual violence for any of the following related activities:

- seeking medical attention for, or recovering from, injuries caused by domestic or sexual violence against the employee or family member;
- obtaining services from a victim services organization for the employee or family member;
- receiving psychological or other counseling for the employee or family member;
- engaging in activities to increase the safety of the employee or family member, such as temporarily or permanently relocating;
- seeking legal assistance or remedies to ensure the health and safety of the employee or family member; or
- attending, participating in, or preparing for a related court proceeding concerning the employee or family member.

Leave may be taken intermittently in intervals of no less than one day. Employees may elect to use any eligible and accrued paid time off while taking leave pursuant to this policy. If domestic or sexual violence victim leave is requested for a reason that also is covered by the NJFLA and/or the FMLA, the leave will count simultaneously against the employee’s entitlement under those laws.

### **3. Requests for Leave**

An employee seeking domestic or sexual violence victim leave must provide the Human Resources Department with written notice of the employee's intention to take the leave as far in advance as is reasonable and practical under the circumstances, except in cases of imminent danger to the health or safety of the employee or family member.

Major League Baseball may require the employee to provide sufficient supporting documentation that (i) the employee or a family member is a victim of domestic sexual violence; and (ii) the leave is for one of the purposes listed above.

All information and documentation provided to Major League Baseball by an employee with respect to a request for leave and the fact that the employee has requested or obtained leave pursuant to this policy will be retained in confidence except to the extent that disclosure is (i) requested or consented to in writing by the employee or (ii) otherwise required by applicable federal or state law.

### **4. Job Restoration**

An employee returning from domestic or sexual violence victim leave ordinarily will be restored to his or her position or an equivalent position, unless the employee would have lost his or her position even if the employee had not been on leave, for example in a reduction in force.

### **Addendum 5: New Jersey Paid Sick Leave Act**

For New Jersey-based employees, the provisions of the Paid Sick Leave policy in the Handbook apply in full, except that leave may also be taken for the reasons outlined below:

- Time needed by an employee to attend a child's school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

### **Addendum 7: Wisconsin Bone Marrow and Organ Donation Leave**

Eligible employees shall receive up to six (6) weeks of unpaid leave in a 12-month period to serve as a bone marrow or organ donor. Such leave may be taken only for the period of time necessary for the employee to undergo the bone marrow or organ donor procedure and to recover from the procedure. Employees may substitute any eligible and accrued paid time off for leave taken under this policy.

To be eligible for leave under this policy, the employee must have worked for Major League Baseball for more than 52 consecutive weeks and for at least 1,000 hours during that 52-week period. Written verification that the employee is to serve as a bone marrow or organ donor shall be required.

### **Addendum 8: Wisconsin Civil Air Patrol Leave**

Employees who are members of the Wisconsin Civil Air Patrol shall be eligible for up to 15 days of unpaid leave per calendar year, but no more than five consecutive days at a time, to respond to emergency missions, so long as the leave of absence does not unduly disrupt MLB's business operations.

Prior to taking leave under this policy, an employee must notify Major League Baseball, in writing, that the employee is a member of the Civil Air Patrol. For an emergency service operation that begins after an employee reports for work, the employee must also secure authorization from the employee's supervisor or the Human Resources Department to leave work before leaving to participate in the emergency service operation. Major League Baseball may require employees to provide a written statement from the employee's commander, or the designated representative of the employee's commander, certifying that the employee was participating in an emergency service operation at the time of the leave of absence.

Employees shall not be discharged or discriminated against in the terms and conditions of employment for requesting or taking leave pursuant to this section.

### **Addendum 6: District of Columbia School Activities Leave**

Major League Baseball shall provide District of Columbia-based employees with up to 24 hours of unpaid leave in a 12-month period to attend or participate in school related events of the employee's child, grandchild, niece or nephew (or that of the employee's spouse or domestic partner). A school-related event is defined as any activity sponsored by a school or associated organization, such as a parent-teacher association, and includes:

- a student performance, such as a concert, play, or rehearsal;
- the sporting game or practice of a school team;
- a meeting with a teacher or counselor; or
- any similar type of activity that directly involves the parent's child as a participant or as a subject, but not as a spectator.

Employees must give 10 days' advance notice of the need for leave under this policy, unless the need for leave is not reasonably foreseeable. Employees are permitted to substitute any eligible and accrued paid vacation or personal days for leave taken under this policy.

## **Addendum 7: Louisiana School and Day Care Activities Leave**

Major League Baseball will grant Louisiana employees unpaid leave up to a total of 16 hours during any 12-month period to attend, observe, or participate in conferences or classroom activities related to the employee's dependent children for whom the employee is the legal guardian. Leave under this policy will be granted when such activities are conducted at the child's school or day care center, if the conferences or classroom activities cannot reasonably be scheduled during the non-work hours of the employee.

An employee who wishes to request leave under this policy shall provide reasonable notice to his/her supervisor or the Human Resources Department prior to the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt business operations. Employees may substitute any eligible and accrued paid time off for leave taken under this policy.



### **Addendum 8: Louisiana Bone Marrow Donation Leave**

Major League Baseball will grant a paid leave of absence to a Louisiana employee who works 20 or more hours per week and who seeks to undergo a medical procedure to donate bone marrow. The length of each leave will be determined by the employee's physician, but the combined length of any leave taken under this policy shall not exceed 40 work hours.

The Human Resources Department may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination will not be forfeited.

## **Addendum 9: Louisiana First Responder Leave**

Eligible Louisiana employees shall be granted a temporary unpaid leave of absence to perform the duties of a first responder, including but not limited to medical personnel, emergency and medical technicians, volunteer firefighters, auxiliary law enforcement officers and members of the Civil Air Patrol.

Prior to taking leave under this policy, employees shall give notice to their supervisor or the Human Resources Department of their call to service as soon as practicable, as well as probable length or duration of service. Employees may substitute any eligible and accrued paid time off for leave taken under this policy.

Any employee called to a first responder duty will, upon his/her release from duty or recovery from disease or injury resulting from these activities, be reinstated in or restored to the same or comparable position of employment, or, if the employee is not qualified or capable of performing the essential functions of the same position by reason of disability sustained during his/her call of duty, but is otherwise qualified to perform another vacant position, to such other or comparable vacant position. An employee who is restored to a position in accordance with this policy will be restored to the same status that he/she would have enjoyed if he/she had continued in employment continuously from the time of his/her call to duty to the time of his/her restoration to employment. These reinstatement provisions do not apply to a temporary position held at the time of the call to duty or if MLB's circumstances have so changed as to make reemployment impossible or unreasonable or if reemployment would impose an undue hardship on the business operations of Major League Baseball.

An employee released from duty shall report to work within 72 hours after his/her release from duty or recovery from disease or injury resulting from his/her activities. Failure to timely return to work pursuant to this policy shall be considered a voluntary resignation from employment with Major League Baseball and the reinstatement protections under the law shall not apply.

For purposes of benefits furnished by Major League Baseball and participated in by the employee at the time of departure, leave under his policy will not be considered a break in employment for purposes of seniority or length of service or for benefits programs offered. Continuation of any retirement or health benefits requiring the employee's contribution or copayments will be subject to the stated terms and conditions of these benefit plans.

## **Addendum 10: Illinois Victims' Economic Security and Safety Act**

The purpose of this policy is to comply with the Victims' Economic Security and Safety Act (VESSA).

### **Employee Eligibility Criteria**

To be eligible for VESSA leave, an employee must be employed by Major League Baseball:

- (i) on a full or part-time basis; and
- (ii) be a victim of domestic or sexual violence or have a family or household member (defined as spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or a daughter, and persons jointly residing in the same household) who is a victim of domestic or sexual violence.

### **Definitions**

"Domestic or sexual violence" means domestic violence, sexual assault, or stalking.

"Domestic violence" includes acts or threats of violence, not including acts of self-defense, as defined in subdivision (3) of Section 103 of the Illinois Domestic Violence Act of 1986, sexual assault, or death to the person, or the person's family or household member, if the conduct causes the specific person to have such distress or fear.

### **Events Which May Entitle an Employee to VESSA Leave**

An employee who is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work to address domestic or sexual violence by:

- seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- obtaining services from a victim services organization for the employee or the employee's family or household member;
- obtaining psychological or other counseling for the employee or the employee's family or household member;
- participating in safety planning temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
- seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or

participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

### **How Much VESSA Leave May Be Taken**

An eligible employee is entitled to up to 12 workweeks of unpaid leave per any 12-month period for any VESSA qualifying reason(s) stated above.

An employee may take leave intermittently (in separate blocks of time) or through a reduced work schedule (that reduces an employee's usual number of hours per work week or hours per workday).

### **Requests for VESSA Leave**

The employee shall provide at least 48 hours' advance notice of the employee's intention to take the leave, unless providing such notice is not practicable. When an unscheduled absence occurs, Major League Baseball may not take any action against the employee if the employee, within a reasonable period after the absence, provides the Company with the certification described below.

### **Required Documentation**

When leave is taken, Major League Baseball may require the employee to provide that (i) the employee or the employee's family member or household member is a victim of domestic or sexual violence; and (ii) the leave is for one of the purposes enumerated in the section entitled "Events Which May Entitle an Employee to VESSA Leave" above.

The employee shall provide this certification to the Human Resources Department within a reasonable period after certification is requested. An employee may satisfy this certification requirement by providing a sworn statement of the employee; and when the employee obtains the following documents, the employee shall provide (i) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence; (ii) a police or court record; or (iii) other corroborating evidence.

### **Confidentiality**

All information and documentation provided to Major League Baseball by an employee with respect to his or her request for VESSA leave, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this Policy, shall be retained in the strictest confidence by Major League Baseball, except to the extent that disclosure is: (i) requested or consented to in writing by the employee; or (ii) otherwise required by applicable federal or State law.

### **Use of Paid and Unpaid Leave**

The leave provided under VESSA is unpaid. If an employee has eligible and accrued paid time off, however, the employee may use any qualifying paid time off first. The remainder of the

12 workweeks of leave, if any, will be unpaid VESSA leave. Any paid leave used for a VESSA qualifying reason will be charged against an employee's entitlement to VESSA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets VESSA requirements. The substitution of paid leave for unpaid leave does not extend the 12-workweek leave period.

### **Maintenance of Health Benefits**

During VESSA leave an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

### **Return from VESSA Leave**

Upon return from VESSA leave, Major League Baseball will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

Nothing in this policy shall be construed to entitle any restored employee to: (i) the accrual of any seniority or employment benefit; or (ii) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

Nothing in this paragraph shall be construed to prohibit Major League Baseball from requiring an employee on leave under this policy to report periodically on the status and intention of the employee to return to work.

### **Failure To Return To Work Following VESSA Leave**

If the employee does not return to work following the conclusion of VESSA leave, Major League Baseball may recover health insurance premiums that it paid for maintaining coverage for the employee and the employee's family or household member under the group health plan during any period of leave under this policy, except that Major League Baseball's share of such premiums may not be recovered if the employee fails to return to work because of the continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave pursuant to this policy; or other circumstances beyond the control of the employee. In those cases, Major League Baseball may require the employee to provide certification that the employee is unable to return to work because of that reason.

The employee may satisfy the certification requirement by providing: (i) a sworn statement of the employee; (ii) documentation from an employee agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence; (iii) police or court record; or (iv) other corroborating evidence.

All information and documentation provided pursuant to this section will be retained in the strictest confidence by Major League Baseball, in accordance with the "Confidentiality" section of this policy, as set forth above.

### **Accommodation Policy Under VESSA**

Major League Baseball will not discriminate or take any adverse employment action against an employee who is a victim of domestic violence and/or for requesting or taking VESSA leave.

It is Major League Baseball's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because the individual is or is perceived to be a victim of domestic or sexual violence (or has a family or household member who is a victim of domestic or sexual violence) so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Major League Baseball will provide reasonable accommodations to a qualified individual when there are limitations resulting from circumstances that relate to being a victim of domestic or sexual violence (or having a family or household member who is a victim of domestic or sexual violence) and who has made Major League Baseball aware of his or her status, provided that the accommodation does not constitute an undue hardship on Major League Baseball.

Employees, who are victims of domestic or sexual violence (or have a family or household member who is a victim of domestic or sexual violence) and who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department.

## **Addendum 11: Illinois Family Military Leave**

The purpose of this policy is to comply with the Illinois Family Military Leave Act (IFMLA).

To be eligible for IFMLA leave, an employee must have been employed by Major League Baseball:

- for at least 12 months immediately preceding the commencement of the leave; and
- for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

IFMLA leave may be taken by an employee who is the spouse, parent, child or grandparent of a person called to military service lasting longer than 30 days with the State of Illinois or United States pursuant to the orders of the Governor or the President of the United States.

An eligible employee is entitled to up to 30 days of unpaid family military leave during the time federal or state deployment orders are in effect, subject to the conditions set forth in this policy.

- If requested leave will consist of 5 or more consecutive work days, an employee shall give at least 14 days' notice of the intended date upon which the family military leave will commence.
- If requested leave will consist of less than 5 consecutive days, an employee shall give as much advanced notice as is practicable.
- Where able, the employee shall consult with their supervisor or the Human Resources Department to schedule the leave so as to not unduly disrupt the operations of Major League Baseball.

When family military leave is requested, Major League Baseball may require certification from the proper military authority to verify the employee's eligibility for the leave requested.

An employee shall not take leave as provided under this policy unless he or she has exhausted all eligible and accrued paid time off and any other leave that may be granted to the employee, except sick leave and disability leave.

During any family military leave taken under this policy, Major League Baseball shall continue an employee's benefits at the employee's expense, unless Major League Baseball and employee negotiate that Major League Baseball will maintain benefits at its expense for the duration of the leave.

Taking family military leave under this policy shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

Any employee who exercises the right to family military leave under this policy, upon expiration of the leave, shall be entitled to be restored by Major League Baseball to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment. The employee may be not restored as provided in this section because of conditions unrelated to the employee's exercise of rights under this policy.



## **Addendum 12: Illinois Election Judge Leave**

Illinois employees will be granted unpaid leave to serve as an election judge to the extent required by law. Employees must provide written notice at least 20 days in advance of their need for leave to serve as election judges. Employees may elect but shall not be required to use any eligible and accrued paid time off for leave taken under this policy.

### **Addendum 13: Illinois Civil Air Patrol Leave**

Major League Baseball will provide up to 15 days of unpaid leave per year to eligible Illinois employees who are members of the Civil Air Patrol (*i.e.*, the civilian auxiliary of the U.S. Air Force) to perform civil air patrol missions. Eligible employees must have worked for Major League Baseball for at least 12 months and have performed at least 1,250 hours of service in that 12-month period. Employees need not exhaust all other accrued paid time off before taking this unpaid leave.

Employees requiring this Civil Air Patrol leave must give at least 14 days' notice of the intended date on which the civil air patrol leave will commence if leave will be five or more consecutive work days. The employee should consult with their supervisor or the Human Resources Department to schedule leave so as to not unduly disrupt operations. Employees taking less than five consecutive days must give reasonable advance notice.

Major League Baseball may require certification from the Civil Air Patrol authorities to verify the employee's eligibility for the leave.

An employee who exercises the right to Civil Air Patrol leave, upon expiration of the leave, will be restored by to the position held when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions, unless conditions unrelated to the employee's exercise of leave rights dictate otherwise.

### **Addendum 14: Illinois Blood Donation Leave**

Upon request, an Illinois employee who has been employed by Major League Baseball for at least 6 months shall be entitled to paid leave to make a blood donation. An eligible employee may use up to one hour, or more if authorized by Major League Baseball, to donate blood every 56 days in accordance with appropriate medical standards. An employee may use this leave only after obtaining approval from their supervisor or the Human Resources Department.

### **Addendum 15: Illinois Emergency Responder Leave**

Major League Baseball will not discharge or take other disciplinary action against an employee who is a volunteer emergency worker because the employee is absent or late to work in order to respond to an emergency prior to the time the employee is required to report to work. Employees must make a reasonable effort to notify their supervisor or the Human Resources Department about the need to be late or absent due to emergency response.

For purposes of this policy, volunteer emergency workers include volunteer firefighters, emergency medical technicians (licensed under the Emergency Medical Services Systems Act), ambulance drivers and attendants, "first responders" (as defined in § 3.60 of the Emergency Medical Services Systems Act), volunteers under the Illinois Emergency Management Agency Act, and auxiliary public safety officials. An employee taking leave under this policy may be required to provide a written statement from the supervisor of the volunteer fire department or governmental entity that the volunteer serves certifying that the employee responded to an emergency.

Leave under this policy is unpaid. However, employees are permitted to substitute any eligible and accrued paid time off for leave taken under this policy.

## **Addendum 16: Illinois Nursing Mothers in the Workplace Act**

Major League Baseball provides reasonable paid break time each day to an employee who needs to express breast milk for her nursing infant child, each time the employee has the need to express milk for one year after the child's birth. The break time may run concurrently with any break time already provided to the employee. An employer may not reduce an employee's compensation for time used, for the purpose of expressing milk of nursing a baby. An employer shall provide reasonable break time as needed by the employee unless to do so would create an undue hardship based on the following factors:

- the nature and cost of the accommodation needed;
- the overall financial resources of, and number of people employed at, the facility involved in providing the reasonable accommodation, the effect on expenses and resources, or the impact otherwise of the accommodation upon the operation of the facility;
- the overall financial resources and size of the employer, including the number of employees and the number, type, and location of its facilities; and
- the nature of the operations of the employer, including the composition, structure, and functions of the workforce, the geographic separateness, and the administrative or fiscal relationship of the facility in question to the employer.

### **Addendum 17: Colorado – Rest Breaks**

Employees shall be permitted to take one paid 10-minute rest period for every four hours worked. Rest breaks will be permitted as close to the middle of each four-hour work period as practicable.

## **Addendum 18: Colorado Civil Air Patrol Leave**

Employees who are part of the Colorado Wing of the Civil Air Patrol and who must serve on authorized emergency missions may take up to 15 days of Civil Air Patrol leave per calendar year.

Employees who serve in the Civil Air Patrol leave must inform their supervisor or the Human Resources Department that they may be called to serve in an emergency. Employees must further provide as much advance notice as possible of the need to be absent from work to serve with the Civil Air Patrol during an emergency.

Leave under this policy is unpaid. However, employees are permitted to substitute any eligible and accrued paid time off for leave taken under this policy.

While on Civil Air Patrol leave, employees will not lose paid time off, bonuses, or other benefits due to their service. Employees taking leave under this policy will be reinstated to their former jobs or similar jobs without loss of seniority.



## **Addendum 19: Colorado Emergency Responder Leave**

An employee who is a qualified volunteer who is called into service by a volunteer organization for disaster response or a volunteer firefighter who is absent or late to work because s/he must respond to an emergency shall be eligible for up to 15 days of leave to engage in such service, unless the employee has been deemed essential to the operations of Major League Baseball. In order to be qualified, a volunteer organization must be certified to the Colorado Department of Local Affairs, Division of Emergency Management by a sheriff, local government, state agency, or by a local emergency planning committee (LEPC).

An employee shall attempt to contact and notify their supervisor or the Human Resources Department that the employee has been dispatched to an emergency as soon as practicable. An employee taking leave under this policy may be required to provide a written statement from the supervisor or acting supervisor of the volunteer emergency services unit or organization stating that the employee responded to an emergency and stating the date and time of the emergency.

Leave under this policy is unpaid. However, employees are permitted to substitute any eligible and accrued paid time off for leave taken under this policy.

## **Addendum 20: Arizona Paid Sick Leave**

For employees in Arizona, the Major League Baseball Paid Sick Leave policy applies, except that employees may take leave under this policy in minimum increments of one (1) hour.

### **Addendum 21: Arizona Voting Leave**

If an employee does not have a total of three hours outside of his/her working shift while polls are open, the employee may take off as much work time as will, when added to his/her voting time outside his/her working hours, enable the employee to vote. This leave will be paid leave and in no event shall exceed three hours. Major League Baseball reserves the right to decide whether such leave will be taken at the beginning or end of the employee's shift.

If an employee requires working time off to vote, the employee must notify the Human Resources Department between at least two working days before the day of the election.

## **Addendum 22: Florida Domestic Violence Leave**

The purpose of this policy is to comply with the Florida Domestic Violence (“DV”) Leave law.

### **Employee Eligibility**

1. To be eligible for DV leave, an employee must:
2. have been employed by Major League Baseball for at least 3 months;
3. have exhausted all his or her annual vacation, sick & safe time and personal days; and
4. be a victim of domestic violence or have a family or household member who is a victim of domestic violence.

“Domestic violence” means (i) any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member; or (ii) any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

### **Events Which May Entitle an Employee to DV Leave**

An employee who is a victim of domestic violence or has a family or household member who is a victim of domestic violence may take up to 3 working days of unpaid leave from work during any 12 month period to address domestic violence by:

1. seeking an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. obtaining medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3. obtaining services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
4. making the employee’s home secure from the perpetrator of the domestic violence or seeking new housing to escape the perpetrator; or

5. seeking legal assistance in addressing issues arising from the act of domestic violence or to attend and preparing for court-related proceedings arising from the act of domestic violence.

**How Much DV Leave May Be Taken**

An eligible employee is entitled to up to 3 working days of unpaid leave during any 12 month period for any DV qualifying reason(s) stated above.

**Requests for DV Leave**

An employee seeking DV leave must provide Major League Baseball with at least 2 business days' advance notice of the employee's intention to take the leave, except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.

**Required Documentation**

When DV leave is taken, Major League Baseball may require the employee to provide sufficient documentation that (i) the employee or the employee's family or household member is a victim of domestic violence; and (ii) the leave is for one of the purposes enumerated in the section entitled "Events Which May Entitle an Employee to DV Leave" above.

**Confidentiality**

All information and documentation provided to Major League Baseball by an employee with respect to his or her request for DV leave and the fact that the employee has requested or obtained leave pursuant to this Policy, will be kept confidential by Major League Baseball, except to the extent that disclosure is: (i) requested or consented to in writing by the employee; or (ii) otherwise required by applicable federal or State law.

**Limitations**

An employee has no greater rights to continued employment or to other benefits and conditions of employment than if the employee was not entitled to DV leave under this Policy. This Policy does not limit Major League Baseball's right to discipline or terminate any employee for any reason, including, but not limited to, reductions in work force or termination for cause or for no reason at all, other than exercising his or her rights under this Policy.

### **Addendum 23: Florida Guns and Other Threatening Weapons**

The Workplace Violence Prevention policy fully applies to all employees in Florida, with the exception that the definition of “premises” in the Guns and Other Threatening Weapons section does not include Major League Baseball’s parking lots with respect to employees who keep legally owned firearms and ammunition locked inside or locked to a private motor vehicle.